Supplement
(To Prospectus dated December 9, 2004)

$483,461,066

FannieMae®

Guaranteed Pass-Through Certificates
Fannie Mae Trust 2004-W15

This is a supplement to the prospectus dated December 9, 2004.

Notwithstanding anything set forth on page 8 of the prospectus, the notional principal balance of the 1-A-IO Class will equal 100% of the principal balance of the 1-A-3 Class immediately before the related distribution date.

Notwithstanding anything set forth on page 31 of the prospectus, during each Interest Accrual Period, the 1-A-IO Class will bear interest on its notional principal balance at a per annum rate equal to the product of (a) the *excess,* if any of:

- the weighted average Net Mortgage Rates of the Category 1d Loans (weighted on the basis of their respective Stated Principal Balances)

over

- the interest rate of the 1-A-3 Class for the related Distribution Date.

and (b) a fraction the numerator of which is the Stated Principal Balance of the Category 1d Loans as of the first day of the month of such Interest Accrual Period, and the denominator of which is the principal balance of the 1-A-3 Class immediately prior to that Distribution Date.

Carefully consider the risk factors starting on page 10 of the prospectus. Unless you understand and are able to tolerate these risks, you should not invest in the certificates.

The certificates, together with any interest thereon, are not guaranteed by the United States and do not constitute a debt or obligation of the United States or any of its agencies or instrumentalities other than Fannie Mae.

The certificates are exempt from registration under the Securities Act of 1933 and are "exempted securities" under the Securities Exchange Act of 1934.

The date of this Supplement is December 28, 2004

Prospectus

$483,461,066 (Approximate)

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Fannie Mae Trust 2004-W15

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The Certificates

We, the Federal National Mortgage Association (Fannie Mae), will issue and guarantee the certificates listed in the chart on this page. The certificates will represent beneficial ownership interests in the trust assets.

Payments to Certificateholders

You, the investor, will receive monthly payments on your certificates, including

- interest to the extent accrued as described in this prospectus, and
- principal to the extent available for payment as described in this prospectus.

The Fannie Mae Guaranty

We will guarantee that the payments of monthly interest and principal described above are paid to investors on time and that any outstanding principal balance of each class of certificates is paid on the final distribution date.

The Trust and Its Assets

The trust assets will be divided into three groups.

- Group 1 and Group 2 will consist of first lien, one- to four-family, fully amortizing, fixed-rate mortgage loans insured by the Federal Housing Administration (FHA) or partially guaranteed by the U.S. Department of Veterans Affairs (VA) or the Rural Housing Service of the U.S. Department of Agriculture (RHS) and having the characteristics described in this prospectus. Group 1 will be treated as a grantor trust for tax purposes. The mortgage loans in Group 1 may not be qualified assets for REMIC purposes. Group 2 will be treated as a REMIC for tax purposes.
- Group 3 will consist of first lien, one- to four-family, fully amortizing, adjustable rate mortgage loans insured by the FHA or partially guaranteed by the VA and having the characteristics described in this prospectus. Group 3 will be treated as a grantor trust for tax purposes. The mortgage loans in Group 3 may not be qualified assets for REMIC purposes.

Class	Group*	Original Class Balance(1)	Principal Type(2)	Interest Rate(3)	Interest Type(2)	CUSIP Number	Assumed Maturity Date(4)
1-A-1	1	$ 80,957,580	PT	6.0%	FIX	31394BZ64	August 2034
1-A-2	1	61,765,304	PT	6.5	FIX	31394BZ72	August 2034
1-A-3	1	35,885,082	PT	7.0	FIX	31394BZ80	August 2034
1-A-PO	1	1,242,500	PT	(5)	PO	31394BZ98	August 2034
1-A-IO	1	35,885,082(6)	NTL	(7)	WAC/IO	31394B2A1	August 2034
2-A-F	2	188,081,830	PT	(8)	FLT	31394B2B9	August 2034
2-A-S	2	188,081,830(6)	NTL	(8)	INV/IO	31394B2C7	August 2034
3-A	3	115,528,770	PT	(9)	WAC	31394B2D5	June 2034
R	(10)	0	NPR	0	NPR	31394B2E3	August 2034
RL	(10)	0	NPR	0	NPR	31394B2F0	August 2034

* Group 1 and Group 3 will be treated as a grantor trust for tax purposes. The mortgage loans in Group 1 and Group 3 may not be qualified assets for REMIC purposes. Group 2 will be treated as a REMIC for tax purposes.
(1) Approximate. May vary by plus or minus 5%.
(2) See "Description of the Certificates—Class Definitions and Abbreviations."
(3) Subject to uncovered prepayment interest shortfalls as described in this prospectus.
(4) The Assumed Maturity Date is calculated assuming the maturity dates of the mortgage loans are not modified. Fannie Mae does not guarantee payment in full of the principal balances of the certificates on the related Assumed Maturity Date. Fannie Mae will guarantee payment in full of the principal balances of the certificates no later than the distribution date in August 2044 for the Group 1 and Group 2 Classes and the distribution date in June 2044 for the Group 3 Class.
(5) The 1-A-PO Class will be a principal only class and will not bear interest.
(6) Notional principal balances. These classes are interest only classes.
(7) The 1-A-IO Class will bear interest at the variable annual rate described in this prospectus. During the initial interest accrual period, the 1-A-IO Class is expected to bear interest at an annual rate of approximately 0.11185%.
(8) Based on One-Month LIBOR and, in the case of the 2-A-F Class, subject to the net WAC cap as described in this prospectus.
(9) The 3-A Class will bear interest at the variable annual rate described in this prospectus. During the initial interest accrual period, the 3-A Class is expected to bear interest at an annual rate of approximately 4.09098%.
(10) The R and RL Classes relate to Group 2 only.

The dealers will offer the certificates from time to time in negotiated transactions at varying prices. We expect the settlement date to be December 30, 2004.

Countrywide Securities Corporation
WaMu Capital Corp.

December 9, 2004

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AVAILABLE INFORMATION

You should purchase the certificates only if you have read and understood this prospectus and any information incorporated by reference in this prospectus as discussed below under the heading "Incorporation by Reference".

You can obtain the Disclosure Documents by writing or calling us at:

Fannie Mae
MBS Helpline
3900 Wisconsin Avenue, N.W.
Area 2H-3S
Washington, D.C. 20016
(telephone 1-800-237-8627 or 202-752-6547).

The Disclosure Documents and the class factors are available on our corporate Web site located at www.fanniemae.com.

You also can obtain additional copies of the Disclosure Documents by writing or calling the dealers (the "Dealers") at:

Countrywide Securities Corporation
Prospectus Department
4500 Park Grenada
Calabasas, California 91302
(telephone 800-669-6091)
or

WaMu Capital Corp.
623 Fifth Avenue
New York, New York 10022
(telephone: 212-702-6931)

INCORPORATION BY REFERENCE

We are incorporating by reference the documents listed below. This means that we are disclosing information to you by referring you to these documents. These documents are considered part of this prospectus, so you should read this prospectus, and any applicable supplements or amendments, together with these documents.

You should rely only on the information provided or incorporated by reference in this prospectus and any applicable supplements or amendments.

We incorporate by reference the following documents we have filed, or may file, with the Securities and Exchange Commission ("SEC"):

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2003 ("Form 10-K");
- all other reports we have filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 since the end of the fiscal year covered by the Form 10-K until the date of this prospectus supplement, excluding any information "furnished" to the SEC on Form 8-K; and
- all proxy statements that we file with the SEC and all documents that we file with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 subsequent to the date of this prospectus supplement and prior to the completion of the offering of the certificates, excluding any information we "furnish" to the SEC on Form 8-K.

Any information incorporated by reference in this prospectus is deemed to be modified or superseded for purposes of this prospectus to the extent information contained or incorporated by reference in this prospectus modifies or supersedes such information. In such case, the information will constitute a part of this prospectus only as so modified or superseded.

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You can obtain copies of the periodic reports we file with the SEC without charge by calling or writing our Office of Investor Relations, Fannie Mae, 3900 Wisconsin Avenue, NW, Washington, DC 20016, telephone: (202) 752-7115. The periodic and current reports that we file with the SEC are also available on our Web site. Information appearing on our Web site is not incorporated in this prospectus supplement except as specifically stated in this prospectus.

In addition, you may read our SEC filings and other information about Fannie Mae at the offices of the New York Stock Exchange, the Chicago Stock Exchange and the Pacific Exchange. Our SEC filings are also available at the SEC's Web site at www.sec.gov. You also may read and copy any document we file with the SEC by visiting the SEC's Public Reference Room at 450 Fifth Street, NW, Washington, DC 20549. Please call the SEC at 1-800-SEC-0330 for further information about the operation of the Public Reference Room. We are providing the address of the SEC's Web site solely for the information of prospective investors. Information appearing on the SEC's Web site is not incorporated in this prospectus supplement except as specifically stated in this prospectus.

RECENT DEVELOPMENTS

On December 21, 2004, our Board of Directors announced the retirement of Chairman and Chief Executive Officer Franklin D. Raines and the resignation of Vice Chairman and Chief Financial Officer J. Timothy Howard. A member of our Board of Directors (the "Board"), Stephen B. Ashley, will become the non-executive chairman of the Board, Vice Chairman and Chief Operating Officer Daniel H. Mudd will serve as interim chief executive officer, and Executive Vice President Robert Levin will serve as interim chief financial officer. The Board further announced that the audit committee of the Board dismissed KPMG LLP as the company's independent auditor and has initiated a search for a new independent auditor.

On December 21, 2004, the Office of Federal Housing Enterprise Oversight ("OFHEO") issued a letter (the "Letter") to our Board stating that we were significantly undercapitalized at September 30, 2004. In accordance with the provisions of the Federal Housing Enterprise Financial Safety and Soundness Act of 1992, we must submit a capital restoration plan proposal to OFHEO for review and approval, and we are prohibited from making any capital distribution that would result in Fannie Mae being reclassified as critically undercapitalized. In addition, even if a capital distribution would not cause the company to become critically undercapitalized, we are prohibited from making the capital distribution unless OFHEO provides prior approval of the distribution after it finds that the distribution (i) will enhance the ability of the company to meet its capital requirements promptly; (ii) will contribute to long term safety and soundness; or (iii) is otherwise in the public interest. The Letter further states that the reclassification to significantly undercapitalized may lead to structural changes and restrictions on growth as well as OFHEO directives to terminate or modify any business activities that pose excessive risk.

On December 15, 2004, the Office of the Chief Accountant of the Securities and Exchange Commission (the "SEC") issued a statement (the "Statement") regarding a review of certain accounting issues relating to Fannie Mae, including determinations by the SEC that Fannie Mae should (i) restate its financial statements to eliminate the use of hedge accounting, (ii) evaluate the accounting under Financial Accounting Standard No. 91, *Accounting for Nonrefundable Fees and Costs Associated with Originating or Acquiring Loans and Initial Direct Costs of Leases* ("FAS 91") and restate its financial statements filed with the SEC if the amounts required for correction are material, and (iii) re-evaluate the information prepared under generally accepted accounting principles ("GAAP") and non-GAAP information that we previously provided to investors. On December 16, 2004, we filed a Current Report on Form 8-K with the SEC that includes a copy of the Statement.

On November 15, 2004, we filed a Form 12b-25 with the SEC stating that we were not able to file our Form 10-Q for the September 30, 2004 quarter by the November 15, 2004 due date. We included an announcement about the Form 12b-25 as an exhibit to a Form 8-K that we filed with the SEC on November 16, 2004.

On September 20, 2004, OFHEO delivered its report to Fannie Mae's Board of Directors of its findings to date of the agency's special examination. Among other matters, the OFHEO report raises a number of questions and concerns about our accounting policies and practices with respect to FAS 91 and Financial Accounting Standard No. 133, *Accounting for Derivative Instruments and Hedging Activities*.

Forms 8-K that we file with the SEC prior to the completion of the offering of the certificates are incorporated by reference in this prospectus. This means that we are disclosing information to you by referring you to those documents. You should refer to the heading ''Incorporation by Reference'' above for further details on the information that we incorporate by reference in this prospectus and where to find it.

REFERENCE SHEET

This reference sheet is not a summary of the transaction and does not contain complete information about the certificates. You should purchase the certificates only after reading this prospectus in its entirety and each of the additional disclosure documents referred to on page 4.

The Certificates

- The certificates will represent beneficial ownership interests in Fannie Mae Trust 2004-W15.
- The trust assets will be divided into three mortgage loan groups. All of the mortgage loans were previously repurchased from Ginnie Mae pools as a result of past delinquency.
- Group 1 and Group 2 will consist of first lien, one- to four-family, fully amortizing, fixed-rate mortgage loans insured by the Federal Housing Administration (FHA) or partially guaranteed by the U.S. Department of Veterans Affairs (VA) or the Rural Housing Service of the U.S. Department of Agriculture (RHS).
- Group 3 will consist of first lien, one- to four-family, fully amortizing, adjustable-rate mortgage loans insured by the FHA or partially guaranteed by the VA.

Certain Characteristics of the Mortgage Loans

Each of the mortgage loans was originated in accordance with the underwriting guidelines of the FHA, VA or RHS and included in a Ginnie Mae pool. Generally, each mortgage loan was subsequently repurchased from a Ginnie Mae pool after a delinquency on the loan was not cured for at least 90 days. The mortgage loans are now reperforming as and to the extent described in the section of this prospectus entitled "The Mortgage Loans."

The table appearing in Exhibit A sets forth certain summary information regarding the assumed characteristics of the mortgage loans.

Class Factors

The class factors are numbers that, when multiplied by the initial principal balance or notional balance of a certificate, can be used to calculate the current principal balance or notional balance of that certificate (after taking into account distributions in the same month). We will publish the class factors for the certificates on or shortly after the 23rd day of each month.

Settlement Date

We expect to issue the certificates on December 30, 2004.

Distribution Dates

We will make payments on the certificates on the 25th day of each calendar month, or the next business day if the 25th day is not a business day, beginning in January 2005.

Book-Entry Certificates

We will issue the book-entry certificates through DTC, which will electronically track ownership of the certificates and payments on them. We will issue physical certificates in registered, certificated form.

We will issue the classes of certificates in the following forms:

DTC Book-Entry	Physical
All classes other than the R and RL Classes	R and RL Classes

Interest Rates

During each interest accrual period, the fixed rate classes will bear interest at the applicable annual interest rates listed on the cover of this prospectus.

During each interest accrual period, the 1-A-IO, 2-A-F, 2-A-S and 3-A Classes will bear interest at the applicable rates described in this prospectus.

Notional Classes

The 1-A-IO and 2-A-S Classes are notional classes. A notional class will not receive principal. The notional principal balance of a notional class is the balance used to calculate interest. See "Description of the Certificates—Interest Payments on the Certificates—*Notional Classes*" and "—Yield Tables—The 1-A-IO Class" and "—The 2-A-S Class" in this prospectus.

The notional principal balances of the notional classes will equal the percentages of the principal balances specified below immediately before the related distribution date:

Class	
1-A-IO	100% of the Category 1d Loans
2-A-S	100% of the 2-A-F Class

Principal Only Class

The 1-A-PO Class is a principal only class and will not bear interest. See "Description of the Certificates—Principal Payments on the Certificates" and "—Yield Tables—*The 1-A-PO Class*" in this prospectus.

Payments of Principal

Group 1 Principal Distribution Amount

On each distribution date, we will pay the aggregate of the Subgroup 1a Principal Distribution Amount to the 1-A-PO Class to zero.

On each distribution date, we will pay the Subgroup 1b Principal Distribution Amount as principal of the 1-A-1 Class to zero.

On each distribution date, we will pay the Subgroup 1c Principal Distribution Amount as principal of the 1-A-2 Class to zero.

On each distribution date, we will pay the Subgroup 1d Principal Distribution Amount as principal of the 1-A-3 Class to zero.

For a description of the Group 1 Principal Distribution Amount, the Subgroup 1a Principal Distribution Amount, the Subgroup 1b Principal Distribution Amount, the Subgroup 1c Principal Distribution Amount and the Subgroup 1d Principal Distribution Amount, see "Description of the Certificates—Certain Definitions Relating to Payments on the Certificates" in this prospectus.

Group 2 Principal Distribution Amount

On each distribution date, we will pay the Group 2 Principal Distribution Amount as principal of the 2-A-F Class to zero.

For a description of the Group 2 Principal Distribution Amount, see "Description of the Certificates—Certain Definitions Relating to Payments on the Certificates" in this prospectus.

Group 3 Principal Distribution Amount

On each distribution date, we will pay the Group 3 Principal Distribution Amount as principal of the 3-A Class to zero.

For a description of the Group 3 Principal Distribution Amount, see "Description of the Certificates—Certain Definitions Relating to Payments on the Certificates" in this prospectus.

Guaranty Payments

We guarantee that we will pay to the holders of certificates (i) all required installments of principal and interest on the certificates on time and (ii) the remaining principal balance of each class of certificate no later than the distribution date in August 2044 for the Group 1 and Group 2 Classes and the distribution date in June 2044 for the Group 3 Class.

Weighted Average Lives (years)*

	CPR Prepayment Assumption						
Group 1 Classes	**10%**	**15%**	**20%**	**25%**	**30%**	**35%**	**40%**
1-A-1	7.3	5.3	4.1	3.3	2.7	2.3	1.9
1-A-2	7.2	5.3	4.1	3.3	2.7	2.3	1.9
1-A-3 and 1-A-IO	7.1	5.3	4.1	3.3	2.7	2.3	1.9
1-A-PO	7.4	5.4	4.1	3.3	2.7	2.3	1.9

	CPR Prepayment Assumption						
Group 2 Classes	**10%**	**15%**	**20%**	**25%**	**30%**	**35%**	**40%**
2-A-F and 2-A-S	7.3	5.3	4.1	3.3	2.7	2.3	1.9

	CPR Prepayment Assumption						
Group 3 Class	**5%**	**10%**	**15%**	**20%**	**25%**	**30%**	**35%**
3-A	9.9	7.0	5.2	4.0	3.2	2.6	2.2

* Determined as specified under "Description of the Certificates—Weighted Average Lives of the Certificates" in this prospectus.

RISK FACTORS

We describe below some of the risks associated with an investment in the certificates. Because each investor has different investment needs and a different risk tolerance, you should consult your own financial and legal advisors to determine whether the certificates are a suitable investment for you.

Suitability

The certificates may not be a suitable investment. The certificates are not a suitable investment for every investor. Before investing, you should consider carefully the following:

- You should have sufficient knowledge and experience to evaluate the merits and risks of the certificates and the information contained in this prospectus and the other disclosure documents described on page 4.
- You should thoroughly understand the terms of the certificates.
- You should be able to evaluate (either alone or with the help of a financial advisor) the economic, interest rate and other factors that may affect your investment.
- You should have sufficient financial resources and liquidity to bear all risks associated with the certificates.
- You should investigate any legal investment restrictions that may apply to you.

You should exercise particular caution if your circumstances do not permit you to hold the certificates until maturity.

Investors whose investment activities are subject to legal investment laws and regulations, or to review by regulatory authorities, may be unable to buy certain certificates. You should get legal advice to determine whether your purchase of the certificates is a legal investment for you or is subject to any investment restrictions.

Yield Considerations

A variety of factors can affect your yield. Your effective yield on the certificates will depend upon:

- in the case of the 2-A-F and 2-A-S Classes, monthly changes in the one-month LIBOR index and the effect of the fixed interest rates of the Group 2 Loans;
- the price you paid for the certificates;
- how quickly or slowly borrowers prepay the mortgage loans;
- the extent of any uncovered prepayment interest shortfalls;
- if and when the mortgage loans are liquidated due to borrower defaults, casualties or condemnations affecting the properties securing those loans;
- if and when the mortgage loans are repurchased;
- the actual characteristics of the mortgage loans; and
- in the case of the interest only classes and the 2-A-F and 3-A Classes, fluctuations in the weighted average of the net mortgage rates of the related mortgage loans.

Yields may be lower than expected due to unexpected rate of principal payment. The actual yield on your certificates probably will be lower than you expect:

- if you own interest only certificates or if you buy your certificates at a premium and principal payments on the related mortgage loans are faster than you expect, or
- if you buy your certificates (including the 1-A-PO Class) at a discount and principal payments on the related mortgage loans are slower than you expect.

In addition, investors in the 1-A-IO Class should note that if Category 1d Loans with relatively high interest rates prepay more rapidly than Category 1d Loans with relatively low interest rates, its interest rate will decrease.

Even if the mortgage loans are prepaid at a rate that on average is consistent with your expectations, variations in the prepayment rate over time could significantly affect your yield. Generally, the earlier the payment of principal, the greater the effect on the yield to maturity. As a result, if the rate of principal prepayment during any period is faster or slower than you expect, a corresponding reduction or increase in the prepayment rate during a later period may not fully offset the impact of the earlier prepayment rate on your yield.

We used certain assumptions concerning the mortgage loans in preparing certain tabular information in this prospectus. If the actual mortgage loan characteristics differ even slightly from those assumptions, the weighted average life and yield of the certificates will be affected.

You must make your own decision as to the assumptions, including the principal prepayment assumptions, you will use in deciding whether to purchase the certificates.

Unpredictable timing of last payment affects yield on certificates. The actual final payment on the certificates may occur earlier, and could occur much earlier, than the distribution date occurring in August 2044 for the Group 1 and Group 2 Classes and the distribution date in June 2044 for the Group 3 Class. If you assumed the actual final payment would occur on the distribution date occurring in August 2044 for the Group 1 and Group 2 Classes and the distribution date in June 2044 for the Group 3 Class, your yield could be lower than you expect.

Delayed payments reduce yield and market value. Because the certificates do not receive interest immediately following each interest accrual period, the certificates have lower yields and lower market values than they would if there were no such delay.

Additional Risk Factors Relating to Certain Classes

Application of the net WAC cap to the 2-A-F Class may adversely affect its yield. The interest rate on the 2-A-F Class is subject to an interest rate cap based on the net WAC of the Group 2 Loans. The resulting net WAC carryover amount (the amount by which interest payments to the 2-A-F Class are reduced due to the application of the net WAC of the Group 2 Loans up to their net maximum rate) will be paid to the related certificateholders on the current distribution date or future distribution dates to the extent of proceeds received under the cap contract. However, we cannot assure you that funds from the cap contract will be adequate to cover the net WAC carryover amount. **The Fannie Mae guaranty does not cover any net WAC carryover amount or any failure of the trust to receive payments under the cap contract.**

Absence of correlation between one-month LIBOR and the Group 2 Loans may adversely affect the yield on the 2-A-F Class. The interest rate on the 2-A-F Class adjusts monthly and is based on one-month LIBOR. The interest rates on the Group 2 Loans are fixed.

Prepayment Considerations

The rate of principal payments on the certificates depends on numerous factors and cannot be predicted. The rate of principal payments on the certificates of a particular class generally will depend on the rate of principal payments on the related mortgage loans. Principal payments on the mortgage loans may occur as a result of scheduled amortization or prepayments. The rate of principal payments is likely to vary considerably from time to time as a result of the liquidation of foreclosed mortgage loans, FHA insurance payments and VA and RHS guarantee payments, as well as because borrowers generally may prepay the mortgage loans at any time without penalty. Prepayment rates also may be influenced by changes in FHA, VA or RHS program guidelines.

In general, prepayment rates may be influenced by:

- the level of current interest rates relative to the rates borne by the mortgage loans,
- homeowner mobility,
- existence of any prepayment premiums or prepayment restrictions,
- the general creditworthiness of the borrowers,
- repurchases of mortgage loans from the pools, and
- general economic conditions.

It is highly unlikely that the mortgage loans will prepay:

- at the rates we assume,
- at any constant prepayment rate until maturity, or
- at the same rate.

Because so many factors affect the prepayment rate of the mortgage loans, we cannot estimate the prepayment experience of the mortgage loans.

In general FHA, VA and RHS mortgage loans may be assumed by creditworthy purchasers of mortgaged properties from the original borrowers. In this way, property sales by borrowers can affect the rate of prepayment. In addition, if borrowers are able to refinance their loans by obtaining new loans secured by the same properties, any refinancing will affect the rate of prepayment. Furthermore, the seller made representations and warranties with respect to the mortgage loans and may have to repurchase the related loans if they materially breach those representations and warranties. Any such repurchases will increase the rate of prepayment.

The servicer will repurchase from the trust any Group 1 and Group 2 Loan whose interest rate has been reduced. Any such repurchase will have the same effect on the related certificates as borrower prepayments.

In addition, the servicer has the right under certain circumstances to recast the amortization schedule (based on a 30-year term) and/or extend the scheduled date of final payment on a mortgage loan (but not beyond August 2044 in the case of the Group 1 and Group 2 Classes and June 2044 in the case of the Group 3 Class). To the extent that the servicer so recasts the amortization schedule or extends the term of a mortgage loan, the weighted average lives of the related class or classes of certificates could be extended.

Exercise of any optional clean-up calls will have the same effect on the related classes as borrower prepayments of the related loans. The servicer may purchase all the remaining mortgage loans in a loan group once the aggregate balance of the related mortgage loans is reduced to 1% or less of its original level. If the servicer purchases the mortgage loans in a loan group in this way, it would have the same effect as a prepayment in full of all the mortgage loans in that loan group.

Concentration of mortgaged properties in certain states could lead to increased delinquencies, with the same effect as borrower prepayments. As of the cut-off date, the states with relatively high concentrations of mortgaged properties in each loan group are as follows:

- Loan Group 1: Texas (14.90%), Georgia (6.74%), Florida (6.33%) and Illinois (5.25%).
- Loan Group 2: Texas (15.35%), Florida (6.05%), California (5.72%), Illinois (5.72%) and Georgia (5.62%)
- Loan Group 3: Colorado (9.73%), Georgia (7.91%), Illinois (7.74%), California (7.24%), Maryland (6.88%), Michigan (5.50%) and North Carolina (5.13%)

If the residential real estate markets in those states should experience an overall decline in property values, the rates of loan delinquencies in those states probably will increase and may increase substantially.

Reinvestment Risk

Generally, a borrower may prepay a mortgage loan at any time. As a result, we cannot predict the amount of principal payments on the certificates. The certificates may not be an appropriate investment for you if you require a specific amount of principal on a regular basis or on a specific date. Because interest rates fluctuate, you may not be able to reinvest the principal payments on the certificates at a rate of return that is as high as your rate of return on the certificates. You may have to reinvest those funds at a much lower rate of return. You should consider this risk in light of other investments that may be available to you.

Market and Liquidity Considerations

We cannot be sure that a market for resale of the certificates will develop. Further, if a market develops, it may not continue or be sufficiently liquid to allow you to sell your certificates. Even if you are able to sell your certificates, the sale price may not be comparable to similar investments that have a developed market. Moreover, you may not be able to sell small or large amounts of certificates at prices comparable to those available to other investors.

A number of factors may affect the resale of certificates, including:

- the method, frequency and complexity of calculating principal and interest;
- the characteristics of the mortgage loans;
- past and expected prepayment levels of the mortgage loans and comparable loans;
- the outstanding principal amount of the certificates;

- the amount of certificates offered for resale from time to time;
- any legal restrictions or tax treatment limiting demand for the certificates;
- the availability of comparable securities;
- the level, direction and volatility of interest rates generally; and
- general economic conditions.

Terrorist activities and accompanying military and political actions by the U.S. government could cause reductions in investor confidence and substantial market volatility in real estate and securities markets. It is impossible to predict the extent to which terrorist activities may occur or, if they do occur, the extent of the effect on the certificates. Moreover, it is uncertain what effects any past or future terrorist activities or any related military or political actions on the part of the United States government and others will have on the United States and world financial markets, local, regional and national economies, real estate markets across the United States, or particular business sectors, including those affecting the performance of mortgage loan borrowers. Among other things, reduced investor confidence could result in substantial volatility in securities markets and a decline in real estate-related investments. In addition, defaults on the mortgage loans could increase, causing early payments of principal to you and, regardless of the performance of the underlying mortgage loans, the liquidity and market value of the certificates may be impaired.

Recent Severe Weather

In August and September 2004, several southeastern states, particularly the State of Florida, experienced severe weather, including several hurricanes. These storms resulted in property damage to many residential properties, and in some places, the extent of damage was great. Any concentration of properties securing the mortgage loans in any region, state or county may present unique risk considerations due to the possibility of material damage or destruction to such properties. In addition, natural disasters might result in a deterioration in housing prices in such a region, state or county, and, as a consequence, may result in greater losses experienced with respect to the mortgage loans. We cannot assure you that none of the mortgage loans were secured by property located in the affected areas, or that there is not a significant concentration of such properties in such affected areas.

Fannie Mae Guaranty Considerations

If we were unable to perform our guaranty obligations, certificateholders would receive only borrower payments and other recoveries on the mortgage loans plus, with respect to the 2-A-F Class, payments on the cap contract. If that happened, delinquencies and defaults on the mortgage loans could directly affect the amounts that certificateholders would receive each month.

GENERAL

The material under this heading summarizes certain features of the Certificates and is not complete. You will find additional information about the Certificates in the other sections of this prospectus, as well as in the additional Disclosure Documents and the Trust Agreement. If we use a capitalized term in this prospectus without defining it, you will find the definition of that term in the Trust Agreement.

Structure. We, the Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States, under the authority contained in Section 304(d) of the Federal National Mortgage Association Charter Act (12 U.S.C. 1716 *et seq.*), will create the Fannie Mae Trust specified on the cover of this prospectus (the "Trust") pursuant to a trust agreement dated as of December 1, 2004 (the "Cut-off Date"). We will issue the Guaranteed Pass-Through Certificates (the "Certificates") pursuant to that trust agreement (the "Trust Agreement''). We will execute the Trust Agreement in our corporate capacity and as trustee (the ''Trustee'').

The assets of the Trust will consist of three groups of mortgage loans (the ''Group 1 Loans,'' ''Group 2 Loans'' and ''Group 3 Loans'' and, together, the ''Mortgage Loans'') and will evidence the entire beneficial ownership interest in the payments of principal and interest on the Mortgage Loans. The Mortgage Loans are insured by the Federal Housing Administration (''FHA'') or partially guaranteed by the U.S. Department of Veterans Affairs (''VA'') or by the Rural Housing Service of the U.S. Department of Agriculture (''RHS'') and, as a result of past delinquency, have been repurchased from Ginnie Mae pools. Group 1 and Group 3 will be treated as a grantor trust for tax purposes. The Group 1 and Group 3 Loans may not be qualified assets for REMIC purposes. Group 2 will be treated as a REMIC for tax purposes.

We will designate portions of the Trust (the ''Upper Tier REMIC'' and the ''Lower Tier REMIC'') as ''real estate mortgage investment conduits'' (each, a ''REMIC'') under the Internal Revenue Code of 1986, as amended (the ''Code''). The assets of the Upper Tier REMIC will consist of the Lower Tier Regular Interests.

The assets of the Lower Tier REMIC will consist of the Group 2 Loans. The Group 1 and Group 3 Loans and the Cap Contract (described under ''—The Cap Contract'' in this prospectus) will not be included in any REMIC.

- The Group 2 Classes will be the ''regular interests'' in the Upper Tier REMIC.
- The R Class will be the ''residual interest'' in the Upper Tier REMIC.
- The interests in the Lower Tier REMIC other than the RL Class (the ''Lower Tier Regular Interests'') will be the ''regular interests'' in the Lower Tier REMIC.
- The RL Class will be the ''residual interest'' in the Lower Tier REMIC.

Authorized Denominations. We will issue the Certificates in the following denominations:

Classes	Denominations
All Interest Only and Principal Only Classes	$100,000 minimum plus whole dollar increments
All other Classes (except the R and RL Classes)	$1,000 minimum plus whole dollar increments

We will issue the R and RL Classes as a single Certificate (the ''Combined Residual Certificate'') with no principal balance.

Characteristics of Certificates. The Certificates (except the R and RL Classes) will be represented by one or more certificates (the ''DTC Certificates'') to be registered at all times in the name of the nominee of The Depository Trust Company (''DTC''), a New York-chartered limited purpose trust company, or any successor or depository selected or approved by us. We refer to the nominee of DTC as the ''Holder'' or ''Certificateholder'' of the DTC Certificates. DTC will maintain the DTC Certificates through its book-entry facilities. A Holder is not necessarily the beneficial owner of a Certificate. Beneficial owners ordinarily will hold Certificates through one or more financial intermediaries, such as banks, brokerage firms and securities clearing organizations. See ''Description of the Certificates—Book-Entry Procedures'' in this prospectus.

The holder of the Combined Residual Certificate will have the right to exchange the Combined Residual Certificate for two separate residual certificates (each, a ''Separate Residual Certificate'') relating to each of the R and RL Classes.

We will issue the Combined or any Separate Residual Certificate (a ''Residual Certificate'') in fully registered, certificated form. The ''Holder'' or ''Certificateholder'' of a Residual Certificate is its registered owner. A Residual Certificate can be transferred at the corporate trust office of the Transfer Agent, or at the office of the Transfer Agent in New York, New York. U.S. Bank National Association

("US Bank") in Boston, Massachusetts will be the initial Transfer Agent. We may impose a service charge for any registration of transfer of a Residual Certificate and may require payment to cover any tax or other governmental charge. In addition, the Combined Residual Certificate may be exchanged for the Separate Residual Certificates at the corporate trust office of the Transfer Agent or at the office of the Transfer Agent in New York, New York.

The Holder of the R Class will receive the proceeds of any remaining assets of the Upper Tier REMIC and the Holder of the RL Class will receive the proceeds of any remaining assets of the Lower Tier REMIC, in each case only by presenting and surrendering the related Certificate at the office of the Paying Agent. US Bank will be the initial Paying Agent. See "—Special Characteristics of the R and RL Classes" in this prospectus.

Fannie Mae Guaranty. We guarantee that we will pay to the Holders of Certificates:

- required installments of principal and interest on the Certificates on time, and
- the remaining principal balance of each Class of Certificates no later than the Distribution Date in August 2044 in the case of the Group 1 and Group 2 Classes and June 2044 in the case of the Group 3 Class, whether or not we have received sufficient payments.

Our guaranty will **not** cover any Uncovered Prepayment Interest Shortfalls as described under the heading "Description of the Certificates—Interest Payments on the Certificates" in this prospectus. Our guaranty will **not** cover your receipt of Net WAC Carryover Amounts. Investors will be entitled to receive Net WAC Carryover Amounts only to the extent available as described under the heading "Description of the Certificates—Interest Payments on the Certificates" in this prospectus. Additionally, our guaranty will **not** cover the failure to receive amounts due to the Holders of the 2-A-F Class under the Cap Contract described under the heading "Description of the Certificates—The Cap Contract" in this prospectus.

If we were unable to perform these guaranty obligations, Certificateholders would receive only the amounts paid or advanced and other recoveries on the Mortgage Loans and, in the case of the 2-A-F Class, amounts paid under the cap contract. If that happened, delinquencies and defaults on the Mortgage Loans would directly affect the amounts that Certificateholders would receive each month. Our guaranty is not backed by the full faith and credit of the United States.

Distribution Dates. We will make monthly payments on the 25th day of each calendar month, or the next business day if the 25th is not a business day. We refer to each such date as a "Distribution Date." We will make the first payments to Certificateholders in January 2005.

Record Date. On each Distribution Date, we will make each monthly payment on the Certificates to Holders of record on the last day of the preceding month.

Class Factors. On or shortly after the 23rd calendar day of each month, we will publish a class factor (carried to eight decimal places) for each Class of Certificates. When the factor is multiplied by the original principal balance (or notional principal balance) of a Certificate of that Class, the product will equal the remaining principal balance (or notional principal balance) of that Certificate after taking into account payments on the Distribution Date in the same month.

Optional Termination by the Servicer. The Servicer may effect an early termination of the Trust as described under "The Trust Agreement—Termination" in this prospectus. We have no option to effect an early termination of the Lower Tier REMIC or the Trust. Further, we will not repurchase any of the Mortgage Loans in a "clean-up call."

THE MORTGAGE LOANS

General

We expect that the Trust will consist of approximately 5,294 Mortgage Loans having an aggregate principal balance of approximately $483,461,070 as of the Cut-off Date. This aggregate amount may vary by plus or minus 5%. Fannie Mae, as purchaser, Countrywide Home Loans, Inc., as seller of the Mortgage Loans (the "Seller" or "Countrywide"), and Countrywide Home Loans Servicing LP ("Countrywide Servicing"), an affiliate of the Seller, as master servicer of the Mortgage Loans (the "Servicer"), will be parties to a sale and servicing agreement dated as of the Cut-off Date (the "Sale and Servicing Agreement").

The Mortgage Loans consist of three groups ("Loan Group 1," "Loan Group 2" and "Loan Group 3") of first lien, one- to four-family, fully amortizing loans. All of the Group 1 and Group 2 Loans bear fixed rates of interest. All of the Group 3 Loans bear adjustable rates of interest. All of the Mortgage Loans are FHA-insured or partially guaranteed by the VA or the RHS. Each Mortgage Loan is evidenced by a promissory note or similar evidence of indebtedness (a "Mortgage Note") that is secured by a first mortgage or deed of trust on a one- to four-family residential property. Each Mortgage Note requires the borrower to make monthly payments of principal and interest. We refer to the property that secures repayment of a Mortgage Loan as the "Mortgaged Property."

Each Mortgage Loan provides that the obligor on the related Mortgage Note (the "borrower") must make payments by a scheduled day of each month. This day is fixed at the time of origination. In addition, each Mortgage Loan provides that each borrower must pay interest on its outstanding principal balance at the rate specified or described in the related Mortgage Note (the "Mortgage Interest Rate"). Interest is calculated on the basis of a 360-day year consisting of twelve 30-day months. If a borrower makes a payment earlier or later than the scheduled due date, the amortization schedule will not change, nor will the relative application of such payment to principal and interest.

The information shown on Exhibit A summarizes certain assumed characteristics of the Mortgage Loans as of the Cut-off Date. The information in the tables is presented in aggregated form, on the basis of the characteristics specified in the tables, and does not reflect actual or assumed characteristics of any individual Mortgage Loan. The information in the tables does not give effect to prepayments received on the Mortgage Loans on or after the Cut-off Date.

Each of the Mortgage Loans was originated in accordance with the underwriting guidelines of FHA, VA or RHS, as the case may be. Generally, the regulations applicable to FHA loans permit borrowers to finance up to 97% of the outstanding principal balance of the purchase price, although certain special FHA loan programs permit borrowers to finance 100% of the purchase price plus closing costs. The VA loan programs generally permit borrowers to finance 100% of the purchase price plus closing costs. If closing costs are financed, then the related loan-to-value may exceed 100%.

Each Mortgage Loan was eligible to be included in a Ginnie Mae pool at the time of origination as permitted by the rules of the Government National Mortgage Association ("Ginnie Mae"). Substantially all the Mortgage Loans were previously pooled with Ginnie Mae and then purchased from Ginnie Mae pools when each such Mortgage Loan had a delinquency that was not cured for at least 90 days.

Certain of the Mortgage Loans to be transferred to the Trust are subject to arrearages arising from unreimbursed interest, principal and servicing advances made on or prior to the Cut-off Date. These arrearages will not be the property of the Trust and any collections of such arrearage amounts will be paid to the advancing party. Additionally, any arrearage amounts not paid as described above will be paid out of recoveries on the Mortgage Loans (including collections, insurance proceeds and liquidation proceeds) prior to the deposit of any such recoveries into the Trust. The following table describes the arrearages with respect to the Mortgage Loans as of the Cut-off Date:

	No. of Mortgage Loans	Approximate Aggregate Principal Balance of Mortgage Loans	Approximate Aggregate Amount of Arrearages*
Group 1	2,021	$179,850,469	$2,548,967
Group 2	2,085	$188,081,831	$2,872,759
Group 3	1,188	$115,528,771	$1,227,454

* The numbers representing the aggregate arrearage amounts are approximations only and are based on estimates that include (i) principal and interest payments on the related Mortgage Loans advanced by servicers on or prior to the Cut-off Date, *plus* (ii) the aggregate amount of outstanding servicing advances with respect to those loans as of the Cut-off Date. These estimates do not include certain related expenses incurred but not paid by servicers prior to the Cut-off Date that, if paid, would constitute servicing advances.

Group 1 Loans

The Group 1 Loans are fixed-rate mortgage loans. As of the Cut-off Date, no Group 1 Loan was more than 180 days contractually delinquent. Neither the Servicer nor Fannie Mae has the right to purchase a Group 1 Loan from the Trust based upon the Cut-off Date contractual delinquency of that loan. However, if at any time the aggregate principal balance of the Group 1 Loans that are 90 days or more delinquent (the "90+ Delinquent Group 1 Loans") exceeds 49.00% of the aggregate principal balance of the Group 1 Loans, the Seller is required to repurchase from the Trust a sufficient amount of 90+ Delinquent Group 1 Loans to reduce the aggregate principal balance of 90+ Delinquent Group 1 Loans to 49.00% or less of the aggregate principal balance of the Group 1 Loans (but not less than 45.00%).

The following tables set forth certain information, as of the Cut-off Date, as to the Group 1 Loans. Annex 1 to this prospectus sets forth this information for each Subgroup of Group 1 Loans. References to "Principal Balance Outstanding" mean the aggregate of the Stated Principal Balances of the related Mortgage Loans as of the Cut-off Date. The sum of the percentage columns in the following tables may not equal 100% due to rounding.

The table immediately below shows the contractual delinquency rates of the Group 1 Loans. A Mortgage Loan is "contractually delinquent" as of the Cut-off Date if delinquencies that occurred at any time during the term of the loan have not been cured. As of the Cut-off Date, no Group 1 Loan was more than 180 days contractually delinquent. Neither the Servicer nor Fannie Mae has the right to repurchase a Mortgage Loan from the Trust based upon the Cut-off Date contractual delinquency of that loan.

Contractual Delinquency

Contractual Delinquency (Days)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 1 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Current	443	$ 40,475,135	22.50%	6.790%	302	38
30	674	57,527,872	31.99	6.938	299	48
60	308	28,159,817	15.66	6.847	309	42
90	221	18,973,107	10.55	6.892	309	45
120–180	375	34,714,537	19.30	6.789	321	37
Total	2,021	$179,850,469	100.00%			

Cut-off Date Mortgage Loan Principal Balances (1)

Cut-off Date Mortgage Loan Principal Balances ($)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 1 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
0.01– 25,000.00	28	$ 542,242	0.30%	7.104%	153	105
25,000.01– 50,000.00	247	9,894,322	5.50	7.175	254	73
50,000.01– 75,000.00	559	35,689,445	19.84	7.021	293	54
75,000.01–100,000.00	493	42,497,329	23.63	6.860	305	45
100,000.01–150,000.00	566	67,909,345	37.76	6.753	316	34
150,000.01–200,000.00	102	17,028,376	9.47	6.749	326	29
200,000.01–250,000.00	20	4,576,471	2.54	6.902	325	25
250,000.01–300,000.00	5	1,365,876	0.76	6.667	342	18
Greater than or equal to 300,000.01	1	347,064	0.19	5.875	321	48
Total	2,021	$179,850,469	100.00%			

(1) As of the Cut-off Date, the average principal balance for the Group 1 Loans is expected to be approximately $88,991.

Mortgage Interest Rates (1)

Mortgage Interest Rates (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 1 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Less than or equal to 5.500	1	$ 113,706	0.06%	5.500%	353	7
5.501– 6.000	58	6,277,432	3.49	5.968	339	21
6.001– 6.500	669	67,359,273	37.45	6.451	317	26
6.501– 7.000	688	59,889,050	33.30	6.919	302	48
7.001– 7.500	524	40,904,241	22.74	7.400	293	61
7.501– 8.000	41	3,099,615	1.72	7.863	299	59
8.001– 8.500	27	1,540,174	0.86	8.412	282	76
8.501– 9.000	9	511,838	0.28	8.943	239	111
9.001– 9.500	2	92,167	0.05	9.500	144	216
10.001–10.500	1	36,830	0.02	10.500	164	194
13.001–13.500	1	26,143	0.01	13.500	111	246
Total	2,021	$179,850,469	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage interest rate of the Group 1 Loans is expected to be approximately 6.857%.

Original Terms to Stated Maturity (1)

Original Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 1 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
151–210	82	$ 4,055,151	2.25%	6.776%	121	59
211–240	33	3,075,097	1.71	6.789	203	33
241–270	10	688,722	0.38	6.442	248	9
271–300	49	4,169,971	2.32	6.543	276	14
301–360	1,847	167,861,528	93.33	6.870	314	43
Total	2,021	$179,850,469	100.00%			

(1) As of the Cut-off Date, the weighted average original term to stated maturity of the Group 1 Loans is expected to be approximately 350 months.

Remaining Terms to Stated Maturity (1)

Remaining Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 1 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1–120	55	$ 2,157,126	1.20%	6.905%	95	86
121–150	28	1,743,919	0.97	6.998	141	55
151–180	20	1,304,649	0.73	7.166	163	71
181–210	20	1,097,372	0.61	7.468	202	79
211–240	124	8,237,903	4.58	7.039	225	104
241–270	112	8,020,699	4.46	7.156	258	74
271–300	480	38,266,698	21.28	7.023	285	66
301–360	1,182	119,022,102	66.18	6.759	331	27
Total	2,021	$179,850,469	100.00%			

(1) As of the Cut-off Date, the weighted average remaining term to stated maturity of the Group 1 Loans is expected to be approximately 306 months.

Mortgage Loan Ages (1)

Mortgage Loan Ages (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 1 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1– 14	307	$ 31,822,679	17.69%	6.465%	324	10
15– 24	217	23,230,598	12.92	6.450	336	20
25– 36	469	45,215,212	25.14	6.844	323	30
37– 60	329	30,077,222	16.72	7.145	313	42
61–120	567	42,494,228	23.63	7.102	270	77
121–180	123	6,736,454	3.75	7.242	217	135
181–240	7	242,420	0.13	9.357	155	203
241–320	1	26,143	0.01	13.500	111	246
321–360	1	5,514	(2)	8.500	31	326
Total	2,021	$179,850,469	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage loan age of the Group 1 Loans is expected to be approximately 42 months.
(2) Less than 0.01%.

Geographic Distribution of Mortgaged Properties

State	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 1 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Texas	322	$ 26,802,275	14.90%	6.783%	306	40
Georgia	127	12,116,869	6.74	6.966	303	46
Florida	128	11,376,750	6.33	6.882	312	42
Illinois	88	9,442,447	5.25	6.782	316	34
North Carolina	89	8,431,641	4.69	6.784	311	41
Michigan	88	8,243,790	4.58	6.770	319	30
Ohio	87	7,673,886	4.27	6.875	313	39
New York	64	7,384,625	4.11	6.851	308	31
Maryland	63	6,384,235	3.55	7.009	295	53
Arizona	62	6,180,975	3.44	6.764	316	37
Other	903	75,812,975	42.15	6.882	303	46
Total	2,021	$179,850,469	100.00%			

Mortgage Loan Type

Mortgage Loan Type	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 1 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
FHA	1,660	$148,690,223	82.67%	6.857%	310	39
VA	329	29,256,708	16.27	6.830	286	57
RHS	32	1,903,538	1.06	7.263	305	52
Total	2,021	$179,850,469	100.00%			

Bankruptcy Status

Bankruptcy Status	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 1 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Not in Bankruptcy	1,799	$163,102,544	90.69%	6.845%	309	40
In Bankruptcy	222	16,747,925	9.31	6.969	279	66
Total	2,021	$179,850,469	100.00%			

Group 2 Loans

The Group 2 Loans are fixed-rate mortgage loans. The following tables set forth certain information, as of the Cut-off Date, as to the Group 2 Loans. References to "Principal Balance Outstanding" mean the aggregate of the Stated Principal Balances of the related Mortgage Loans as of the Cut-off Date. The sum of the percentage columns in the following tables may not equal 100% due to rounding.

The table immediately below shows the contractual delinquency rates of the Group 2 Loans. A Mortgage Loan is "contractually delinquent" as of the Cut-off Date if delinquencies that occurred at any time during the term of the loan have not been cured.

Contractual Delinquency

Contractual Delinquency (Days)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 2 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)	Balance-Weighted # of Payments Last 3 Months	Balance-Weighted # of Payments Last 6 Months
Current	529	$ 47,619,043	25.32%	6.829%	308	43	4.4	6.8
30	592	50,059,717	26.62	7.089	300	49	3.3	5.7
60	373	33,206,014	17.66	6.875	311	44	2.6	5.0
90	369	34,219,818	18.19	6.731	316	38	2.1	4.1
120–180	222	22,977,239	12.22	6.564	321	35	1.8	3.7
Total	2,085	$188,081,831	100.00%					

Number of Payments Made in Last 3 Months (1)

Number of Payments Made in Last 3 Months	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 2 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)	Balance-Weighted # of Payments Last 3 Months	Balance-Weighted # of Payments Last 6 Months
1	284	$ 28,274,520	15.03%	6.616%	322	34	1.0	3.6
2	436	39,679,243	21.10	6.844	312	41	2.0	4.4
3 or more	1,365	120,128,067	63.87	6.917	306	46	3.9	6.0
Totals	2,085	$188,081,831	100.00%					

(1) As of the Cut-off Date, the balance weighted number of payments on the Group 2 Loans (based on their Cut-off Date Principal Balances) made in the last three months is approximately 3.1 payments.

Number of Payments Made in Last 6 Months (1)

Number of Payments Made in Last 6 Months	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 2 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)	Balance-Weighted # of Payments Last 3 Months	Balance-Weighted # of Payments Last 6 Months
3	262	$ 26,316,238	13.99%	6.660%	319	35	1.4	3.0
4	383	34,774,675	18.49	6.763	316	39	2.1	4.0
5	510	43,673,714	23.22	7.038	305	48	2.9	5.0
6 or more	930	83,317,203	44.30	6.862	307	45	4.1	6.8
Totals	2,085	$188,081,831	100.00%					

(1) As of the Cut-off Date, the balance weighted number of payments made on the Group 2 Loans (based on their Cut-off Date Principal Balances) made in the last six months is approximately 5.3 payments.

Cut-off Date Mortgage Loan Principal Balances (1)

Cut-off Date Mortgage Loan Principal Balances ($)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 2 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
0.01– 25,000.00	48	$ 735,566	0.39%	8.280%	154	148
25,000.01– 50,000.00	259	10,516,418	5.59	7.595	256	83
50,000.01– 75,000.00	605	37,909,106	20.16	7.386	288	64
75,000.01–100,000.00	460	39,755,773	21.14	7.006	306	46
100,000.01–150,000.00	528	64,862,524	34.49	6.609	322	33
150,000.01–200,000.00	146	24,826,060	13.20	6.352	332	24
200,000.01–250,000.00	24	5,193,982	2.76	6.179	340	17
250,000.01–300,000.00	13	3,493,924	1.86	6.015	341	18
Greater than or equal to 300,000.01	2	788,476	0.42	6.973	345	9
Total	2,085	$188,081,831	100.00%			

(1) As of the Cut-off Date, the average principal balance for the Group 2 Loans is expected to be approximately $90,207.

Mortgage Interest Rates (1)

Mortgage Interest Rates (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 2 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Less than or equal to 5.500	52	$ 6,896,664	3.67%	5.437%	319	17
5.501– 6.000	543	61,363,819	32.63	5.940	333	20
6.001– 6.500	128	14,965,278	7.96	6.304	338	19
6.501– 7.000	309	28,937,768	15.39	6.907	309	44
7.001– 7.500	394	31,212,379	16.60	7.422	290	63
7.501– 8.000	394	29,029,053	15.43	7.878	286	68
8.001– 8.500	233	14,361,169	7.64	8.420	273	79
8.501– 9.000	20	992,712	0.53	8.818	270	82
9.001– 9.500	4	138,517	0.07	9.500	203	157
9.501–10.000	3	80,337	0.04	10.000	120	239
10.001–10.500	1	25,835	0.01	10.500	151	204
10.501–11.000	1	24,502	0.01	11.000	184	175
11.001–11.500	3	53,796	0.03	11.500	91	255
Total	2,085	$188,081,831	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage interest rate of the Group 2 Loans is expected to be approximately 6.856%.

Original Terms to Stated Maturity (1)

Original Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 2 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
151–210	50	$ 2,534,826	1.35%	6.382%	132	46
211–240	28	2,301,106	1.22	6.732	209	30
241–270	2	206,963	0.11	6.844	259	5
271–300	33	2,880,170	1.53	6.678	264	34
301–360	1,972	180,158,765	95.79	6.867	314	43
Total	2,085	$188,081,831	100.00%			

(1) As of the Cut-off Date, the weighted average original term to stated maturity of the Group 2 Loans is expected to be approximately 354 months.

Remaining Terms to Stated Maturity (1)

Remaining Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 2 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1–120	47	$ 999,855	0.53%	7.797%	81	131
121–150	16	796,814	0.42	7.307	140	93
151–180	29	1,768,700	0.94	6.322	162	53
181–210	42	2,252,092	1.20	7.974	199	107
211–240	124	8,197,210	4.36	7.461	224	107
241–270	198	13,208,688	7.02	7.901	258	93
271–300	458	34,218,506	18.19	7.379	286	67
301–360	1,170	126,516,861	67.27	6.544	334	25
Greater than 360	1	123,103	0.07	6.000	378	21
Total	2,085	$188,081,831	100.00%			

(1) As of the Cut-off Date, the weighted average remaining term to stated maturity of the Group 2 Loans is expected to be approximately 310 months.

Mortgage Loan Ages(1)

Mortgage Loan Ages (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 2 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1– 14	237	$ 28,568,116	15.19%	6.136%	336	10
15– 24	416	49,366,263	26.25	5.982	336	19
25– 36	284	29,095,189	15.47	6.957	325	30
37– 60	356	29,115,993	15.48	7.568	308	46
61–120	630	44,231,337	23.52	7.585	273	81
121–180	132	7,138,191	3.80	7.782	212	138
181–240	13	428,416	0.23	8.733	147	208
241–320	8	96,920	0.05	10.054	54	304
321–360	9	41,405	(2)	8.370	25	334
Total	2,085	$188,081,831	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage loan age of the Group 2 Loans is expected to be approximately 43 months.
(2) Less than 0.01%.

Geographic Distribution of Mortgaged Properties

State	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 2 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)	Balance-Weighted # of Payments Last 3 Months	Balance-Weighted # of Payments Last 6 Months
Texas	378	$ 28,871,177	15.35%	6.831%	303	46	2.9	5.3
Florida	147	11,385,815	6.05	7.036	306	47	2.9	5.2
California	104	10,760,979	5.72	6.993	304	49	3.5	5.5
Illinois	101	10,753,313	5.72	6.647	311	37	3.0	5.0
Georgia	108	10,563,051	5.62	6.841	312	43	3.1	5.4
Michigan	94	8,753,753	4.65	6.840	324	34	3.3	5.8
Maryland	75	7,501,597	3.99	6.979	301	47	3.0	5.8
Arizona	62	6,216,772	3.31	6.761	314	40	2.8	5.0
Ohio	65	6,202,214	3.30	6.794	314	42	2.6	4.8
Tennessee	77	6,172,189	3.28	6.917	305	51	3.1	5.1
Other	874	80,900,971	43.01	6.849	312	42	3.1	5.4
Total	2,085	$188,081,831	100.00%					

Mortgage Loan Type

Mortgage Loan Type	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 2 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)	Balance-Weighted # of Payments Last 3 Months	Balance-Weighted # of Payments Last 6 Months
FHA	1,693	$152,657,080	81.17%	6.873%	312	41	3.1	5.3
VA	358	33,213,470	17.66	6.711	301	50	3.0	5.3
RHS	34	2,211,280	1.18	7.897	289	66	3.6	5.9
Total	2,085	$188,081,831	100.00%					

Bankruptcy Status

Bankruptcy Status	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 2 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)	Balance-Weighted # of Payments Last 3 Months	Balance-Weighted # of Payments Last 6 Months
Not in Bankruptcy	1,821	$165,699,387	88.10%	6.828%	311	41	3.1	5.3
In Bankruptcy	264	22,382,443	11.90	7.063	299	56	3.1	5.2
Total	2,085	$188,081,831	100.00%					

Group 3 Loans

Each Group 3 Loan has a Mortgage Interest Rate which is subject to adjustment on the dates (each such date, an "Interest Adjustment Date") specified in the related Mortgage Note to equal the sum of the index, which is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year ("1 Year CMT") plus a fixed percentage amount specified in the Mortgage Note (the "Interest Rate Margin"), subject to the limitations described in this paragraph. Generally, the index value used will be the value most recently published 30 days prior to the applicable Interest Adjustment Date. The Mortgage Interest Rate on each Group 3 Loan will not increase or decrease by more than 1.00% (the "Mortgage Interest Rate Periodic Cap") on any Interest Adjustment Date. The Mortgage Interest Rate on each Group 3 Loan over its life will not exceed a specified maximum mortgage interest rate over the life of that Mortgage Loan (the "Mortgage Interest Rate Life Cap") or be less than (x) a minimum Mortgage Interest Rate specified in the Mortgage Note, if any, or (y) the applicable Interest Rate Margin (the "Mortgage Interest Rate Life Floor").

As of the Cut-off Date, no Group 3 Loan was 180 days or more contractually delinquent. Neither the Servicer nor Fannie Mae has the right to purchase a Group 3 Loan from the Trust based upon the Cut-off Date contractual delinquency of that loan. However, if at any time the aggregate principal balance of the Group 3 Loans that are 90 days or more delinquent (the "90+ Delinquent Group 3 Loans") exceeds 49.00% of the aggregate principal balance of the Group 3 Loans, the Seller is required to repurchase from the Trust a sufficient amount of 90+ Delinquent Group 3 Loans to reduce the aggregate principal balance of 90+ Delinquent Group 3 Loans to 49.00% or less of the aggregate principal balance of the Group 3 Loans (but not less than 45.00%).

The following tables set forth certain information, as of the Issue Date, as to the Group 3 Loans. References to "Principal Balance Outstanding" mean the aggregate of the Stated Principal Balances of the related Mortgage Loans as of the Issue Date. The sum of the percentage columns in the following tables may not equal 100% due to rounding.

The table immediately below shows the contractual delinquency rates of the Group 3 Loans. A Mortgage Loan is "contractually delinquent" as of the Cut-off Date if delinquencies that occurred at any time during the term of the loan have not been cured. As of the Cut-off Date, no Group 3 Loan was more than 180 days contractually delinquent. Neither the Servicer nor Fannie Mae has the right to repurchase a Mortgage Loan from the Trust based upon the Cut-off Date contractual delinquency of that loan.

Contractual Delinquency

Contractual Delinquency (Days)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Current	398	$ 41,522,230	35.94%	4.486%	308	51
30	329	30,989,743	26.82	4.596	293	67
60	169	15,547,385	13.46	4.676	294	66
90	127	11,998,580	10.39	4.646	297	63
120–180	165	15,470,832	13.39	4.653	298	62
Totals	1,188	$115,528,771	100.00%			

Cut-off Date Mortgage Loan Principal Balance (1)

Cut-off Date Mortgage Loan Principal Balances ($)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
0.01– 25,000.00	5	$ 96,128	0.08%	4.793%	219	141
25,000.01– 50,000.00	125	5,168,735	4.47	4.705	252	108
50,000.01– 75,000.00	284	17,907,994	15.50	4.687	266	94
75,000.01–100,000.00	297	26,027,447	22.53	4.675	286	74
100,000.01–150,000.00	350	41,913,378	36.28	4.565	309	51
150,000.01–200,000.00	88	14,873,936	12.87	4.428	329	31
200,000.01–250,000.00	27	5,997,686	5.19	4.291	341	19
250,000.01–300,000.00	8	2,138,095	1.85	4.384	345	15
Greater than or equal to 300,000.01	4	1,405,372	1.22	4.556	345	15
Total	1,188	$115,528,771	100.00%			

(1) As of the Cut-off Date, the average principal balance for the Group 3 Loans is expected to be approximately $97,246.

Current Mortgage Interest Rates (1)

Current Mortgage Interest Rates (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Less than or equal to 5.500	1,086	$107,327,197	92.90%	4.477%	302	58
5.501–6.000	87	6,827,332	5.91	5.815	262	98
6.001–6.500	12	1,125,644	0.97	6.263	277	76
6.501–7.000	2	124,815	0.11	6.827	303	34
7.501–8.000	1	123,782	0.11	8.000	299	61
Total	1,188	$115,528,771	100.00%			

(1) As of the Cut-off Date, the weighted average current mortgage interest rate of the Group 3 Loans is expected to be approximately 4.580%.

Original Terms to Maturity (1)

Original Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
271–300	1	$ 108,053	0.09%	6.500%	280	3
301–360	1,187	115,420,718	99.91	4.578	300	60
Total	1,188	$115,528,771	100.00%			

(1) As of the Cut-off Date, the weighted average original term to stated maturity of the Group 3 Loans is expected to be approximately 360 months.

Remaining Terms to Maturity (1)

Remaining Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
121–150	3	$ 88,395	0.08%	4.029%	138	222
151–180	5	229,400	0.20	4.773	157	203
181–210	15	930,477	0.81	4.300	202	158
211–240	165	11,207,627	9.70	4.478	229	131
241–270	271	20,433,307	17.69	4.913	258	102
271–300	227	19,860,085	17.19	4.880	283	77
301–360	502	62,779,481	54.34	4.399	333	27
Total	1,188	$115,528,771	100.00%			

(1) As of the Cut-off Date, the weighted average remaining term to stated maturity of the Group 3 Loans is expected to be approximately 300 months.

Mortgage Loan Ages (1)

Mortgage Loan Ages (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1– 14	101	$ 13,833,416	11.97%	4.296%	349	10
15– 24	98	14,098,802	12.20	4.300	342	18
25– 36	196	22,782,765	19.72	4.466	330	30
37– 60	115	12,826,874	11.10	4.520	311	49
61–120	497	40,006,531	34.63	4.896	270	90
121–180	173	11,662,588	10.09	4.460	227	133
181–240	8	317,795	0.28	4.566	152	208
Total	1,188	$115,528,771	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage loan age of the Group 3 Loans is expected to be approximately 60 months.

Mortgage Interest Rate Life Caps (1)

Mortgage Interest Rate Life Caps (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
6.001– 6.500	1	$ 141,867	0.12%	4.250%	345	15
7.501– 8.000	6	893,389	0.77	2.929	350	10
8.001– 8.500	8	1,341,339	1.16	3.851	346	14
8.501– 9.000	43	6,379,298	5.52	4.065	345	15
9.001– 9.500	110	14,276,803	12.36	4.356	342	18
9.501–10.000	129	15,168,218	13.13	4.485	324	36
10.001–10.500	213	20,446,288	17.70	4.512	302	58
10.501–11.000	189	16,869,174	14.60	4.676	285	75
11.001–11.500	192	16,389,998	14.19	4.805	273	87
11.501–12.000	165	13,341,230	11.55	4.905	273	87
12.001–12.500	88	7,134,138	6.18	4.770	270	89
12.501–13.000	30	2,327,556	2.01	4.867	257	103
13.001–13.500	11	728,993	0.63	4.716	214	146
14.001–14.500	2	53,956	0.05	4.872	146	214
14.501–15.000	1	36,521	0.03	5.000	164	196
Total	1,188	$115,528,771	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage interest rate life cap of the Group 3 Loans is expected to be approximately 10.682%.

Mortgage Interest Rate Life Floors (1) (2)

Mortgage Interest Rate Life Floors (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Less than 1.000	1	$ 67,118	0.06%	3.000%	257	103
1.501–2.000	191	16,414,027	14.21	4.169	280	80
2.001–2.500	245	27,232,392	23.57	4.429	317	43
2.501–3.000	739	71,172,390	61.61	4.733	298	62
3.001–3.500	9	552,367	0.48	4.666	205	155
4.001–4.500	2	53,956	0.05	4.872	146	214
4.501–5.000	1	36,521	0.03	5.000	164	196
Total	1,188	$115,528,771	100.00%			

(1) The Mortgage Interest Rate Life Floor is equal to the greater of (x) the minimum Mortgage Interest Rate specified in the Mortgage Note, if any, or (y) the applicable Mortgage Interest Rate Margin.

(2) As of the Cut-off Date, the weighted average Mortgage Interest Rate Life Floor of the Group 3 Loans is expected to be approximately 2.561%, the minimum Mortgage Interest Rate Life Floor of the Group 3 Loans is expected to be approximately 0.790% and the maximum Mortgage Interest Rate Life Floor is expected to be approximately 5.000%.

Next Interest Rate Adjustment Dates

Next Interest Rate Adjustment Dates	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
January 2005	262	$ 25,884,617	22.41%	4.886%	300	60
February 2005	8	748,450	0.65	4.721	299	61
March 2005	4	294,844	0.26	3.938	297	63
April 2005	264	25,706,449	22.25	4.265	300	60
May 2005	8	1,017,182	0.88	4.135	298	62
June 2005	5	353,528	0.31	4.755	264	96
July 2005	300	28,970,093	25.08	4.507	300	60
August 2005	16	1,452,643	1.26	4.601	290	70
September 2005	8	949,915	0.82	4.404	296	64
October 2005	293	28,300,376	24.50	4.649	301	59
November 2005	14	1,414,742	1.22	5.043	297	63
December 2005	6	435,933	0.38	5.250	245	89
Total	1,188	$115,528,771	100.00%			

Mortgage Interest Rate Margins (1)

Mortgage Interest Rate Margins (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Less than or equal to 2.000	229	$ 18,888,559	16.35%	4.203%	275	85
2.001–2.500	226	25,796,633	22.33	4.432	321	39
2.501–3.000	733	70,843,579	61.32	4.734	299	61
Total	1,188	$115,528,771	100.00%			

(1) As of the Cut-off Date, the weighted average Mortgage Interest Rate Margin of the Group 3 Loans is expected to be approximately 2.542%.

Mortgage Interest Rate Periodic Cap

Mortgage Interest Rate Periodic Cap (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1.000	1,188	$115,528,771	100.00%	4.580%	300	60
Total	1,188	$115,528,771	100.00%			

Geographic Distribution of Mortgaged Properties

State	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Colorado	70	$ 11,238,298	9.73	4.366%	333	27
Georgia	97	9,143,628	7.91	4.693	303	56
Illinois	86	8,940,422	7.74	4.673	296	64
California	79	8,364,928	7.24	4.657	284	76
Maryland	79	7,950,835	6.88	4.554	282	78
Michigan	74	6,358,439	5.50	4.608	311	48
North Carolina	61	5,931,549	5.13	4.461	299	61
Florida	66	4,680,408	4.05	4.717	275	85
Texas	53	4,430,205	3.83	4.598	308	52
New York	31	4,362,298	3.78	4.633	302	58
Other	492	44,127,760	38.20	4.573	297	63
Total	1,188	$115,528,771	100.00%			

Mortgage Loan Type

Mortgage Loan Type	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
FHA	1,151	$112,755,070	97.60%	4.579%	301	59
VA	37	2,773,701	2.40	4.637	236	124
Total	1,188	$115,528,771	100.00%			

Bankruptcy Status

Bankruptcy Status	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Group 3 Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Not in Bankruptcy	1,012	$101,020,175	87.44%	4.544%	303	57
In Bankruptcy	176	14,508,596	12.56	4.827	277	83
Total	1,188	$115,528,771	100.00%			

FANNIE MAE MORTGAGE PURCHASE PROGRAM

We summarize below certain aspects of our program for purchasing residential mortgage loans for inclusion in a given pool. We may grant exceptions to the requirements of the program for a particular transaction. In several instances, the characteristics of the Mortgage Loans included in the Trust do not match the criteria described below. For more specific details regarding the Mortgage Loans included in the Trust see "The Mortgage Loans—General" above.

The mortgage loans we purchase must meet standards required by the law under which we were chartered, which we refer to as the Charter Act. These standards require that the mortgage loans be, in our judgment, of a quality, type and class consistent with the purchase standards imposed by private institutional mortgage investors. Consistent with those requirements, and with the purposes for which we were chartered, we establish eligibility criteria and policies for the mortgage loans we purchase, for the sellers from whom we purchase loans, and for the servicers who service our mortgage loans.

Selling and Servicing Guides

Our eligibility criteria and policies, summarized below, are set forth in our Selling and Servicing Guides and updates and amendments to these Guides. We amend our Guides and our eligibility criteria and policies from time to time. This means it is possible that not all the mortgage loans in a particular pool will be subject to the same eligibility standards. It also means that the standards described in the Guides may not be the same as the standards that applied when loans in a particular pool were originated. We may also waive or modify our eligibility and loan underwriting requirements or policies when we purchase mortgage loans.

Mortgage Loan Eligibility Standards—Government Insured Loans

Dollar Limitations

The Charter Act sets no maximum dollar limitations on the loans that we can purchase if the loans are government loans.

The maximum loan amount for FHA-insured single-family mortgage loans is established by statute. As of January 2004, the basic maximum loan amount for most FHA-insured single-family mortgage loans is $160,176 for a one-unit dwelling, $205,032 for a two-unit dwelling, $247,824 for a three-unit dwelling, and $307,992 for a four-unit dwelling. In high-cost areas, as designated by HUD/FHA, the maximum loan amount may be increased up to $290,319 for a one-unit dwelling, $371,621 for a two-unit dwelling, $449,181 for a three-unit dwelling, and $558,236 for a four-unit dwelling. In addition, the maximum loan amount for FHA-insured mortgages secured by property located in Alaska, Guam, Hawaii, and the Virgin Islands may be adjusted up to 150% of HUD/FHA's high-cost area limits. We purchase FHA mortgages up to the maximum original principal amount that the FHA will insure for the area in which the property is located.

The VA does not establish a maximum loan amount for VA guaranteed loans secured by single-family one- to four-unit properties. We will purchase VA mortgages up to our current maximum original principal amount for conforming loans secured by similar one- to four-unit properties.

The RHS has no maximum dollar limit for loans it guarantees. We will purchase RHS mortgages up to our current maximum original principal amount for conforming loans secured by similar one- to four-unit properties.

Loan-to-Value Ratios

The maximum loan-to-value ratio for FHA-insured and VA-guaranteed mortgage loans we purchase is the maximum established by the FHA or VA for the particular program under which the mortgage was insured or guaranteed.

The maximum loan-to-value ratio for RHS mortgage loans we purchase is 100%. The value used in calculating the loan-to-value ratio is the appraised value of the related mortgaged property, even if that appraised value exceeds the purchase price of the property.

Underwriting Guidelines

FHA-insured, VA-guaranteed and RHS-guaranteed mortgage loans that we purchase must be originated in accordance with the applicable requirements and underwriting standards of the agency providing the insurance or guaranty. Each insured or guaranteed loan that we purchase must have in effect a valid mortgage insurance certificate or loan guaranty certificate. In the case of VA loans, the unguaranteed portion of the VA loan amount cannot be greater than 75% of the purchase price of the property or 75% of the VA's valuation estimate, whichever is less.

DESCRIPTION OF THE CERTIFICATES

Book-Entry Procedures

DTC. DTC is a limited-purpose trust company organized under the laws of the State of New York and is a member of the U.S. Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds securities for DTC participants and facilitates the clearance and settlement of transactions between DTC participants through electronic book-entry changes to accounts of DTC participants.

Title to DTC Certificates. The DTC Certificates will be registered at all times in the name of the nominee of DTC. Under its normal procedures, DTC will record the amount of Certificates held by each firm which participates in the book-entry system of DTC (each, a "DTC Participant"), whether held for its own account or on behalf of another person. Initially, we will act as paying agent for the Certificates. In addition, US Bank will perform certain administrative functions in connection with the Certificates.

A "beneficial owner" or an "investor" is anyone who acquires a beneficial ownership interest in the DTC Certificates. As an investor, you will not receive a physical certificate. Instead, your interest will be recorded on the records of the brokerage firm, bank, thrift institution or other financial intermediary (a "financial intermediary") that maintains an account for you. In turn, the record ownership of the financial intermediary that holds your DTC Certificates will be recorded by DTC. If the intermediary is not a DTC Participant, the record ownership of the intermediary will be recorded by a DTC Participant acting on its behalf. Therefore, you must rely on these various arrangements to transfer your beneficial ownership interest in the DTC Certificates only under the procedures of your financial intermediary and of DTC Participants. In general, ownership of DTC Certificates will be subject to the prevailing rules, regulations and procedures governing the DTC and DTC Participants.

Method of Payment. We will direct payments on the DTC Certificates to DTC in immediately available funds. In turn, DTC will credit the payments to the accounts of the appropriate DTC Participants, in accordance with the DTC's procedures. These procedures currently provide for payments made in same-day funds to be settled through the New York Clearing House. DTC Participants and financial intermediaries will direct the payments to the investors in DTC Certificates that they represent.

Interest Payments on the Certificates

Categories of Classes—Interest. For the purpose of interest payments, the Classes will be categorized as follows:

Interest Type*	Classes
Group 1 Classes	
Fixed Rate	1-A-1, 1-A-2 and 1-A-3
Weighted Average Coupon	1-A-IO
Interest Only	1-A-IO
Principal Only	1-A-PO
Available Funds	1-A-1, 1-A-2, 1-A-3 and 1-A-IO

Interest Type*	Classes
Group 2 Classes	
Floating Rate	2-A-F
Inverse Floating Rate	2-A-S
Interest Only	2-A-S
Available Funds	2-A-F and 2-A-S
No Payment Residual	R and RL
Group 3 Class	
Weighted Average Coupon	3-A
Available Funds	3-A

* See "—Class Definitions and Abbreviations" below.

Interest Calculation. We will pay interest on the Certificates at the applicable annual interest rates shown on the cover or described in this prospectus. We will calculate interest based on a 360-day year consisting of twelve 30-day months. We will pay interest monthly on each Distribution Date, beginning in January 2005.

Interest to be paid on each Certificate on each Distribution Date will consist of one month's interest on the outstanding principal balance of that Certificate immediately prior to that Distribution Date. But see *"—Uncovered Prepayment Interest Shortfalls"* below.

Interest Accrual Periods. Interest to be distributed on a Distribution Date will accrue on the Certificates during the applicable periods set forth below (each, an "Interest Accrual Period").

Classes	Interest Accrual Period
Fixed Rate Classes and the 1-A-IO and 3-A Classes (collectively, the "Delay Classes")	Calendar month preceding the month in which the Distribution Date occurs
2-A-F and 2-A-S Classes	One-month period beginning on the 25th day of the month preceding the month in which the Distribution Date occurs

The Dealers will treat the 1-A-PO Class as a Delay Class solely for the purpose of facilitating trading.

Notional Classes. The 1-A-IO and 2-A-S Classes will be Notional Classes. The Notional Classes will not have principal balances. The notional principal balances of the Notional Classes will be calculated as specified under "Reference Sheet—Notional Classes" in this prospectus.

We use the notional principal balance of a Notional Class to determine interest payments on that Class. Although the Notional Class will not have a principal balance and will not be entitled to any principal payments, we will publish a class factor for the Notional Class. References in this prospectus to the principal balances of the Certificates generally shall refer also to the notional principal balance of the Notional Classes.

The 1-A-IO Class. During each Interest Accrual Period, the 1-A-IO Class will bear interest on its notional principal balance at a per annum rate equal to the *excess,* if any of:

- the weighted average Net Mortgage Rates of the Category 1d Loans

over

- the interest rate of the 1-A-3 Class for that Distribution Date.

The 2-A-F Class. On each Distribution Date, we will pay interest on the 2-A-F Class in an amount (the "2-A-F Class Current Interest Amount") equal to one month's interest at an annual rate equal to the *least* of

(i) the *sum* of One-Month LIBOR (calculated as described below under "—Calculation of One-Month LIBOR") *plus* 25 basis points,

(ii) 9.50% (the "Class 2-A-F Maximum Rate") and

(iii) the Net WAC of the Group 2 Loans for the related Distribution Date.

The "Net WAC" of the Group 2 Loans for any Distribution Date means the weighted average of the Net Mortgage Rates of the Group 2 Loans in effect on, and weighted on the basis of the principal balances of the Group 2 Loans as of, the first day of the month immediately preceding the month in which that Distribution Date occurs (after giving effect to scheduled payments of principal due on or before that date).

In addition, on each Distribution Date we will pay to the 2-A-F Class an amount up to the Net WAC Carryover Amount (defined below), if any, for that Distribution Date from proceeds received in respect of the Cap Contract described under "—The Cap Contract" in this prospectus.

The "Net WAC Carryover Amount" means, with respect to the 2-A-F Class and any Distribution Date, the *sum* of

- the *excess* of the amount of interest that the 2-A-F Class would have been entitled to receive had the interest rate for the 2-A-F Class not been calculated based on the Net WAC of the Group 2 Loans for that Distribution Date (but in no event at a rate greater than the Class 2-A-F Maximum Rate) *over* the 2-A-F Class Current Interest Amount for that Distribution Date

plus

- the unpaid portion of any such excess from prior Distribution Dates (and interest thereon at the then current interest rate for the 2-A-F Class, without giving effect to the Net WAC of the Group 2 Loans for that Distribution Date but not in excess of the Class 2-A-F Maximum Rate).

The 2-A-S Class. During each Interest Accrual Period, the 2-A-S Class will bear interest on its notional principal balance at a per annum rate equal to the *excess*, if any, of:

- the Net WAC of the Group 2 Loans for the related Distribution Date,

over

- the interest rate of the Class 2-A-F Certificates for that Distribution Date.

Changes in One-Month LIBOR will affect the yields with respect to the related Classes. These changes will not correspond to changes in mortgage interest rates, as the mortgage interest rates of the Group 2 Loans are fixed.

3-A Class. We will pay interest on the 3-A Class at a per annum rate equal to the weighted average of the Net Mortgage Rates of the Group 3 Loans (weighted on the basis of their respective Stated Principal Balances).

Uncovered Prepayment Interest Shortfalls. Uncovered Prepayment Interest Shortfalls with respect to the Group 1 Loans will reduce the amount of interest payable on the 1-A-1, 1-A-2, 1-A-3, and 1-A-IO Classes, pro rata, based on the amount of interest that otherwise would have been payable on those Classes without giving effect to such reduction.

Uncovered Prepayment Interest Shortfalls with respect to the Group 2 Loans will reduce the amount of interest that otherwise would have been payable on the 2-A-F and 2-A-S Classes, pro rata, based on the amount of interest that otherwise would have been payable on those Classes without giving effect to such reduction.

Uncovered Prepayment Interest Shortfalls with respect to the Group 3 Loans will reduce the amount of interest payable on the 3-A Class.

We define certain capitalized terms used in this section under "—Certain Definitions Relating to Payments on the Certificates" below.

Calculation of One-Month LIBOR

General. The "Index Determination Date" for the Floating Rate Class means the second business day before the first day of each Interest Accrual Period. For purposes of calculating One-Month LIBOR, the term "business day" means a day on which banks are open for dealing in foreign currency and exchange in London and New York City.

We are responsible for calculating One-Month LIBOR on each Index Determination Date using the method described below. The Index value that we calculate on each Index Determination Date and the interest rates that we determine for the Floating Rate Class for the related Interest Accrual Period will be final and binding, absent manifest error. You may obtain each such interest rate by telephoning us at 800-237-8627.

Calculation Method. We will calculate One-Month LIBOR on each Index Determination Date based on the Interest Settlement Rate of the British Bankers' Association ("BBA") for one-month U.S. dollar deposits. The "Interest Settlement Rate" is found on Moneyline Telerate Page 3750 as of 11:00 a.m. (London time) on that date. Currently, it is based on rates quoted by 16 BBA-designated banks as being, in their view, the offered rate at which these deposits are being quoted to prime banks in the London interbank market. The Interest Settlement Rate is calculated by eliminating the four highest rates and the four lowest rates, averaging the eight remaining rates, carrying the percentage result to six decimal places and rounding to five decimal places.

If we are unable to use the method described above, we will calculate One-Month LIBOR using the quotations for one-month U.S. dollar deposits offered by the principal London office of each of the Reference Banks (as defined below) as of 11:00 a.m. (London time) on each Index Determination Date. We may rely on these quotations as they appear on the Reuters Screen LIBO Page (as defined in the *International Swap Dealers Association, Inc. Code of Standard Wording, Assumptions and Provisions for Swaps,* 1986 Edition). Alternatively, we may obtain them directly from the Reference Banks.

Under this method, One-Month LIBOR is calculated on each Index Determination Date as follows:

- If at least two Reference Banks are making quotations, One-Month LIBOR for the next Interest Accrual Period shall be the arithmetic mean of those quotations (rounded upwards, if necessary, to the nearest $^1/_{32}$ of 1%).
- Otherwise, One-Month LIBOR for the next Interest Accrual Period shall be the One-Month LIBOR that was determined on the previous Index Determination Date or the Reserve Interest Rate, whichever is higher.

The "Reserve Interest Rate" means the annual rate that we determine as the arithmetic mean (rounded upwards, if necessary, to the nearest $^1/_{32}$ of 1%) of the one-month U.S. dollar lending rates that New York City banks (which we select) are then quoting to the principal London offices of at least two of the Reference Banks. If we cannot establish the arithmetic mean, then the Reserve Interest Rate is the lowest one-month U.S. dollar lending rate that New York City banks (which we select) are then quoting to leading European banks. The term "Reference Bank" means a leading bank (that we do not control either solely or with a third party) which engages in Eurodollar deposit transactions in the international Eurocurrency market.

If we are unable to calculate One-Month LIBOR on the initial Index Determination Date, One-Month LIBOR for the following Interest Accrual Period will be equal to 2.37%.

Principal Payments on the Certificates

Categories of Classes—Principal. For the purpose of principal payments, the Classes will be categorized as follows:

Principal Type*	Classes
Group 1 Classes	
Pass-Through	1-A-1, 1-A-2, 1-A-3 and 1-A-PO
Notional	1-A-IO
Group 2 Classes	
Pass-Through	2-A-F
Notional	2-A-S
No Payment Residual	R and RL
Group 3 Class	
Pass-Through	3-A

* See "—Class Definitions and Abbreviations."

General. The outstanding principal balance of any Certificate as of any date of determination is equal to the initial outstanding principal balance of that Certificate, reduced by all amounts previously paid as principal on that Certificate.

We define certain capitalized terms used in the following section under "—Certain Definitions Relating to Payments on the Certificates" below.

Principal Distribution Amount

Group 1 Principal Distribution Amount

The Group 1 Loans will be distributed among four categories as follows:

- *Category 1a Loans:* Group 1 Loans with Net Mortgage Rates less than 6.0%.
- *Category 1b Loans:* Group 1 Loans with Net Mortgage Rates greater than or equal to 6.0% and less than 6.5%.
- *Category 1c Loans:* Group 1 Loans with Net Mortgage Rates greater than or equal to 6.5% and less than 7.0%.
- *Category 1d Loans:* Group 1 Loans with Net Mortgage Rates greater than or equal to 7.0%.

In turn, the Group 1 Loans will be divided into four subgroups ("Subgroup 1a," "Subgroup 1b," "Subgroup 1c" and "Subgroup 1d" and each a "Subgroup") as follows:

- *Subgroup 1a:* Category 1a Loans that have been ratio stripped to a Designated Rate of 0.00%.
- *Subgroup 1b:* Category 1a and Category 1b Loans that have been ratio stripped to a Designated Rate of 6.00%.
- *Subgroup 1c:* Category 1b and Category 1c Loans that have been ratio stripped to a Designated Rate of 6.50%.
- *Subgroup 1d:* Category 1c and Category 1d Loans that have been ratio stripped to a Designated Rate of 7.00%.

The Stated Principal Balance of each Group 1 Loan will be allocated, based on its Net Mortgage Rate in effect as of the closing date, either to one Subgroup or between two Subgroups based on the Applicable Fraction.

As a result, Subgroup 1a, Subgroup 1b, Subgroup 1c and Subgroup 1d each represent an aggregate principal amount of Group 1 Loans consisting of different percentages of interest on, and principal of, particular Category 1a, Category 1b, Category 1c and Category 1d Loans, as applicable. These different percentages are calculated so that the principal and interest due on each Group 1 Loan is treated as if that Group 1 Loan were two different Mortgage Loans bearing interest at two different rates (each, a "Designated Rate"), one higher and one lower than the actual Net Mortgage Rate on the actual Mortgage Loan. The specified portions of Group 1 Principal Distribution Amounts with respect to each Category 1a, Category 1b, Category 1c and Category 1d Loan that are allocable to and distributable on the related Certificates were calculated for the purpose of ratio stripping each such Group 1 Loan. In other words, Group 1 Loans or portions of the Group 1 Loans will be allocated to the applicable Subgroups in such a way as to ensure that interest collections on such Group 1 Loans will be sufficient to support the interest rates on the Certificates related to such Subgroups.

Applicable Fraction.

With respect to Subgroup 1a and each Category 1a Loan:

$$\frac{6.0\% - \text{the related Net Mortgage Rate}}{6.0\%}$$

With respect to Subgroup 1b and each Category 1a Loan:

$$\frac{\text{the related Net Mortgage Rate}}{6.0\%}$$

With respect to Subgroup 1b and each Category 1b Loan:

$$\frac{6.5\% - \text{the related Net Mortgage Rate}}{0.5\%}$$

With respect to Subgroup 1c and each Category 1b Loan:

$$1 - \frac{(6.5\% - \text{the related Net Mortgage Rate})}{0.5\%}$$

With respect to Subgroup 1c and each Category 1c Loan:

$$\frac{7.0\% - \text{the related Net Mortgage Rate}}{0.5\%}$$

With respect to Subgroup 1d and each Category 1c Loan:

$$1 - \frac{(7.0\% - \text{the related Net Mortgage Rate})}{0.5\%}$$

With respect to Subgroup 1d and each Category 1d Loan: 100%.

On the Distribution Date in each month, we will pay principal in an aggregate amount (the "Group 1 Principal Distribution Amount") equal to the *sum* of the following:

- the Subgroup 1a Principal Distribution Amount,

  plus

- the Subgroup 1b Principal Distribution Amount,

  plus

- the Subgroup 1c Principal Distribution Amount, *plus*

- the Subgroup 1d Principal Distribution Amount.

On each Distribution Date, we will pay the Subgroup 1a Principal Distribution Amount as principal of the 1-A-PO Class, until its principal balance is reduced to zero.

On each Distribution Date, we will pay the Subgroup 1b Principal Distribution Amount as principal of the 1-A-1 Class, until its principal balance is reduced to zero.

On each Distribution Date, we will pay the Subgroup 1c Principal Distribution Amount as principal of the 1-A-2 Class, until its principal balance is reduced to zero.

On each Distribution Date, we will pay the Subgroup 1d Principal Distribution Amount as principal of the 1-A-3 Class, until its principal balance is reduced to zero.

Pass-Through Classes

Group 2 Principal Distribution Amount

On each Distribution Date, we will pay the Group 2 Principal Distribution Amount as principal of the 2-A-F Class, until its principal balance is reduced to zero.

Pass-Through Class

Group 3 Principal Distribution Amount

On each Distribution Date, we will pay the Group 3 Principal Distribution Amount as principal of the 3-A Class, until its principal balance is reduced to zero.

Pass-Through Class

Certain Definitions Relating to Payments on the Certificates

Due Date. For any Distribution Date, the first day of the calendar month in which that Distribution Date occurs.

Due Period. For any Distribution Date, the period beginning on the second day of the month immediately preceding the month in which that Distribution Date occurs and ending on the first day of the month in which that Distribution Date occurs.

Group 2 Principal Distribution Amount. For any Distribution Date, the aggregate of the following amounts for all Group 2 Loans, without duplication:

- the monthly payment of principal due on each Group 2 Loan during the related Due Period, *plus*
- the Stated Principal Balance of each Group 2 Loan that Fannie Mae, the Servicer or the Seller repurchases during the related Due Period, *plus*
- the Stated Principal Balance of each Group 2 Loan reported as having become a Liquidated Loan during the related Due Period, *plus*
- any partial or full principal repayment reported as having been received during the related Due Period from borrowers on any Group 2 Loan.

Group 3 Principal Distribution Amount. For any Distribution Date, the aggregate of the following amounts for all Group 3 Loans, without duplication:

- the monthly payment of principal due on each Group 3 Loan during the related Due Period, *plus*

- the Stated Principal Balance of each Group 3 Loan that Fannie Mae, the Servicer or the Seller repurchases during the related Due Period, *plus*
- the Stated Principal Balance of each Group 3 Loan reported as having become a Liquidated Loan during the related Due Period, *plus*
- any partial or full principal repayment reported as having been received during the related Due Period from borrowers on any Group 3 Loan.

Liquidated Loan. A defaulted Mortgage Loan with respect to which the Servicer has concluded that the full amount finally recoverable on account of that loan has been received, whether or not this amount is equal to the principal balance of that loan.

Net Mortgage Rate. For any Mortgage Loan, the Mortgage Interest Rate of that loan minus the sum of (i) the Servicing Fee Rate and (ii) the rate at which the Guaranty Fee is calculated with respect to that loan.

Prepayment Interest Shortfall. For any Mortgage Loan with respect to which the borrower made a prepayment of principal during a calendar month, an amount equal to:

(i) one full month's interest on the principal balance of that Mortgage Loan (before applying the prepayment), *minus*

(ii) the interest that the borrower paid on that Mortgage Loan in respect of that calendar month.

Servicing Fee Rate. The percentage identified on the Mortgage Loan Schedule plus, with respect to any Group 1 or Group 2 Loans that have been subject to a Mortgage Interest Rate modification that results in an increase in the Mortgage Interest Rate, such increase.

Stated Principal Balance. The unpaid principal balance of a Mortgage Loan (or the scheduled unpaid principal balance thereof, in the case of Mortgage Loans that are delinquent) as of the Cut-off Date reduced by all amounts representing principal received or advanced by the Servicer and previously paid to Certificateholders with respect to that loan.

Subgroup 1a Principal Distribution Amount. For any Distribution Date, the aggregate of the following amounts for all Category 1a Loans, without duplication:

- the Applicable Fraction for Subgroup 1a of the monthly payment of principal due on each Category 1a Loan during the related Due Period, *plus*
- the Applicable Fraction for Subgroup 1a of the Stated Principal Balance of each Category 1a Loan that Fannie Mae, the Servicer or the Seller repurchases during the related Due Period, *plus*
- the Applicable Fraction for Subgroup 1a of the Stated Principal Balance of each Category 1a Loan reported as having become a Liquidated Loan during the related Due Period, *plus*
- the Applicable Fraction for Subgroup 1a of any partial or full principal prepayment reported as having been received during the related Due Period from borrowers on any Category 1a Loan.

Subgroup 1b Principal Distribution Amount. For any Distribution Date, the aggregate of the following amounts for all Category 1a and Category 1b Loans, without duplication:

- the Applicable Fraction for Subgroup 1b of the monthly payment of principal due on each Category 1a and Category 1b Loan during the related Due Period, *plus*
- the Applicable Fraction for Subgroup 1b of the Stated Principal Balance of each Category 1a and Category 1b Loan that Fannie Mae, the Servicer or the Seller repurchases during the related Due Period, *plus*

- the Applicable Fraction for Subgroup 1b of the Stated Principal Balance of each Category 1a and Category 1b Loan reported as having become a Liquidated Loan during the related Due Period, *plus*

- the Applicable Fraction for Subgroup 1b of any partial or full principal prepayment reported as having been received during the related Due Period from borrowers on any Category 1a and Category 1b Loan.

Subgroup 1c Principal Distribution Amount. For any Distribution Date, the aggregate of the following amounts for all Category 1b and Category 1c Loans, without duplication:

- the Applicable Fraction for Subgroup 1c of the monthly payment of principal due on each Category 1b and Category 1c Loan during the related Due Period, *plus*

- the Applicable Fraction for Subgroup 1c of the Stated Principal Balance of each Category 1b and Category 1c Loan that Fannie Mae, the Servicer or the Seller repurchases during the related Due Period, *plus*

- the Applicable Fraction for Subgroup 1c of the Stated Principal Balance of each Category 1b and Category 1c Loan reported as having become a Liquidated Loan during the related Due Period, *plus*

- the Applicable Fraction for Subgroup 1c of any partial or full principal prepayment reported as having been received during the related Due Period from borrowers on any Category 1b and Category 1c Loan.

Subgroup 1d Principal Distribution Amount. For any Distribution Date, the aggregate of the following amounts for all Category 1c and Category 1d Loans, without duplication:

- the Applicable Fraction for Subgroup 1d of the monthly payment of principal due on each Category 1c and Category 1d Loan during the related Due Period, *plus*

- the Applicable Fraction for Subgroup 1d of the Stated Principal Balance of each Category 1c and Category 1d Loan that Fannie Mae, the Servicer or the Seller repurchases during the related Due Period, *plus*

- the Applicable Fraction for Subgroup 1d of the Stated Principal Balance of each Category 1c and Category 1d Loan reported as having become a Liquidated Loan during the related Due Period, *plus*

- the Applicable Fraction for Subgroup 1d of any partial or full principal prepayment reported as having been received during the related Due Period from borrowers on any Category 1c and Category 1d Loan.

Uncovered Prepayment Interest Shortfalls. With respect to the Group 1, Group 2 or Group 3 Loans, as applicable, for any Distribution Date:

(i) the aggregate Prepayment Interest Shortfalls on the related Mortgage Loans that prepaid during the Prepayment Period related to that Distribution Date, *minus*

(ii) one-half of the aggregate servicing fee with respect to the related Mortgage Loans (calculated in each case at the related Servicing Fee Rate) for that Distribution Date.

Class Definitions and Abbreviations

Classes of Certificates fall into different categories. The following chart identifies and generally defines the categories of Classes specified on the cover page of this prospectus.

Abbreviation	Category of Class	Definition
		INTEREST TYPES
AFC	Available Funds	Receives as interest all or a portion of the scheduled interest payments made on the mortgage loans. However, this amount may be insufficient on any distribution date to cover fully the accrued and unpaid interest on the certificates of this class at its specified interest rate for the related interest accrual period.
FIX	Fixed Rate	Has an interest rate that is fixed throughout the life of the class.
FLT	Floating Rate	Has an interest rate that resets periodically based upon a designated index and that varies directly with changes in the index.
INV	Inverse Floating Rate	Has an interest rate that resets periodically based upon a designated index and that varies inversely with changes in the index.
IO	Interest Only	Receives some or all of the interest payments made on the related mortgage loans or other assets of the trust but little or no principal. Interest Only Classes have either a notional or a nominal principal balance. A notional principal balance is the amount used as a reference to calculate amount of interest due on an Interest Only Class. A nominal principal balance represents actual principal that will be paid on the Class. It is referred to as nominal since it is extremely small compared to other classes.
NPR	No Payment Residual	Receives no payments of interest.
PO	Principal Only	Does not bear interest and is entitled to receive only payments of principal.
WAC	Weighted Average Coupon	Has an interest rate that represents an effective weighted average interest rate that may change from period to period.
		PRINCIPAL TYPES
NPR	No Payment Residual	Receives no payments of principal.
NTL	Notional	Has no principal balance and bears interest on its notional principal balance. The notional principal balance is used to determine interest payments on an Interest Only Class that is not entitled to principal.
PT	Pass-Through	Is designed to receive principal payments in direct relation to actual or scheduled payments on some or all of the related mortgage loans.

The Cap Contract

General

Countrywide Home Loans, Inc., as Seller under the Sale and Servicing Agreement, has entered into an interest rate cap transaction with The Bank of New York (the "Cap Contract Counterparty"). As of the date of this prospectus, the long-term senior unsecured debt of the Cap Contract Counterparty was assigned ratings of "Aa2" by Moody's Investors Service, Inc., "AA−" by Standard & Poor's, a division of The McGraw-Hill Companies, Inc., and "AA−" by Fitch, Inc. The interest rate cap transaction is evidenced by a Confirmation and Agreement between the Seller and the Cap Contract Counterparty (the "Cap Contract"). Pursuant to the Cap Contract, the terms of an ISDA Master Agreement were incorporated into the Confirmations of the Cap Contract as if the ISDA Master Agreement had been executed by the Seller and the Cap Contract Counterparty on the date the Cap Contract was executed. On the Settlement Date specified above under "Reference Sheet" in this prospectus, the Seller will assign to the Trustee, on behalf of the Trust, the Seller's rights under the Cap Contract. The Cap Contract will not be an asset of any REMIC created under the Trust Agreement.

The Cap Contract is scheduled to remain in effect until the Cap Contract Termination Date (described below). The Cap Contract will be subject to early termination only in limited circumstances. Such circumstances generally include certain insolvency or bankruptcy events in relation to the Cap Contract Counterparty or the Trust, the failure by the Cap Contract Counterparty (three business days after notice of such failure is received by the Cap Contract Counterparty) to make a payment due under the Cap Contract, the failure by the Cap Contract Counterparty (30 days after notice of such failure is received) to perform any other agreement made by it under the Cap Contract, and the Cap Contract becoming illegal or subject to certain kinds of taxation.

On or prior to the Distribution Date in September 2022 (the "Cap Contract Termination Date"), proceeds (if any) received by the Trustee under the Cap Contract will be applied as payments to the 2-A-F Class as described above under "—Interest Payments—The Group 2 Classes—*The 2-A-F Class*." On any Distribution Date, after such application of any proceeds received under the Cap Contract, any remaining proceeds will be released from the Trust and will not thereafter be available for payment to any Certificateholder, unless such proceeds are received in connection with an early termination of the Cap Contract, in which case such proceeds will be held by the Trustee until the Cap Contract Termination Date for distribution as described in this prospectus.

With respect to any Distribution Date on or prior to the Cap Contract Termination Date, the amount payable by the Cap Contract Counterparty under the Cap Contract will equal the *product* of

- the *excess* (if any) of

  (x) the lesser of (i) one-month LIBOR (as determined by the Cap Contract Counterparty) and (ii) 9.25% (the "Cap Contract Ceiling Rate")

  over

  (y) 6.159% (the "Cap Contract Strike Rate")

multiplied by

- the Cap Contract Notional Balance for that Distribution Date

multiplied by

100 (the "Scale Factor")

multiplied by

- a fraction, the numerator of which is 30 and the denominator of which is 360.

The "Cap Contract Notional Balance" for each Distribution Date is specified in the following table:

Month of Distribution Date	Cap Contract Notional Balances ($)	Month of Distribution Date	Cap Contract Notional Balances ($)
January 2005	1,880,818.30	January 2009	720,406.33
February 2005	1,843,991.43	February 2009	705,962.51
March 2005	1,807,870.91	March 2009	691,799.80
April 2005	1,772,443.38	April 2009	677,912.84
May 2005	1,737,695.71	May 2009	664,296.36
June 2005	1,703,615.05	June 2009	650,945.19
July 2005	1,670,188.75	July 2009	637,854.24
August 2005	1,637,404.42	August 2009	625,018.55
September 2005	1,605,249.89	September 2009	612,433.24
October 2005	1,573,713.24	October 2009	600,093.50
November 2005	1,542,782.75	November 2009	587,994.65
December 2005	1,512,446.94	December 2009	576,132.07
January 2006	1,482,694.52	January 2010	564,501.23
February 2006	1,453,514.44	February 2010	553,097.70
March 2006	1,424,895.84	March 2010	541,917.12
April 2006	1,396,828.08	April 2010	530,955.22
May 2006	1,369,300.69	May 2010	520,207.81
June 2006	1,342,303.44	June 2010	509,670.78
July 2006	1,315,826.25	July 2010	499,340.09
August 2006	1,289,859.25	August 2010	489,211.78
September 2006	1,264,392.76	September 2010	479,281.97
October 2006	1,239,417.27	October 2010	469,546.85
November 2006	1,214,923.46	November 2010	460,002.69
December 2006	1,190,902.18	December 2010	450,645.81
January 2007	1,167,344.45	January 2011	441,472.63
February 2007	1,144,241.46	February 2011	432,479.60
March 2007	1,121,584.56	March 2011	423,663.27
April 2007	1,099,365.28	April 2011	415,020.25
May 2007	1,077,575.30	May 2011	406,547.19
June 2007	1,056,206.44	June 2011	398,240.83
July 2007	1,035,250.70	July 2011	390,097.97
August 2007	1,014,700.22	August 2011	382,115.46
September 2007	994,547.29	September 2011	374,290.20
October 2007	974,784.34	October 2011	366,619.18
November 2007	955,403.94	November 2011	359,099.42
December 2007	936,398.82	December 2011	351,728.01
January 2008	917,761.81	January 2012	344,502.09
February 2008	899,485.92	February 2012	337,418.86
March 2008	881,564.26	March 2012	330,475.56
April 2008	863,990.08	April 2012	323,669.49
May 2008	846,756.76	May 2012	316,998.01
June 2008	829,857.79	June 2012	310,458.52
July 2008	813,286.81	July 2012	304,048.47
August 2008	797,037.55	August 2012	297,765.37
September 2008	781,103.88	September 2012	291,606.75
October 2008	765,479.77	October 2012	285,570.22
November 2008	750,159.33	November 2012	279,653.41
December 2008	735,136.74	December 2012	273,854.02

Month of Distribution Date	Cap Contract Notional Balances ($)	Month of Distribution Date	Cap Contract Notional Balances ($)
January 2013	268,169.76	March 2017	91,204.37
February 2013	262,598.41	April 2017	89,193.11
March 2013	257,137.79	May 2017	87,223.16
April 2013	251,785.76	June 2017	85,293.68
May 2013	246,540.20	July 2017	83,403.89
June 2013	241,399.06	August 2017	81,552.99
July 2013	236,360.32	September 2017	79,740.22
August 2013	231,421.98	October 2017	77,964.83
September 2013	226,582.11	November 2017	76,226.07
October 2013	221,838.79	December 2017	74,523.21
November 2013	217,190.15	January 2018	72,855.56
December 2013	212,634.35	February 2018	71,222.41
January 2014	208,169.59	March 2018	69,623.07
February 2014	203,794.10	April 2018	68,056.88
March 2014	199,506.14	May 2018	66,523.17
April 2014	195,304.02	June 2018	65,021.31
May 2014	191,186.06	July 2018	63,550.66
June 2014	187,150.64	August 2018	62,110.60
July 2014	183,196.13	September 2018	60,700.52
August 2014	179,320.97	October 2018	59,319.82
September 2014	175,523.62	November 2018	57,967.92
October 2014	171,802.55	December 2018	56,644.25
November 2014	168,156.28	January 2019	55,348.25
December 2014	164,583.35	February 2019	54,079.35
January 2015	161,082.33	March 2019	52,837.03
February 2015	157,651.83	April 2019	51,620.74
March 2015	154,290.45	May 2019	50,429.98
April 2015	150,996.86	June 2019	49,264.23
May 2015	147,769.73	July 2019	48,122.99
June 2015	144,607.76	August 2019	47,005.76
July 2015	141,509.68	September 2019	45,912.08
August 2015	138,474.23	October 2019	44,841.46
September 2015	135,500.20	November 2019	43,793.45
October 2015	132,586.38	December 2019	42,767.59
November 2015	129,731.59	January 2020	41,763.43
December 2015	126,934.68	February 2020	40,780.55
January 2016	124,194.51	March 2020	39,818.51
February 2016	121,509.97	April 2020	38,876.89
March 2016	118,879.97	May 2020	37,955.29
April 2016	116,303.43	June 2020	37,053.30
May 2016	113,779.32	July 2020	36,170.53
June 2016	111,306.60	August 2020	35,306.58
July 2016	108,884.26	September 2020	34,461.08
August 2016	106,511.31	October 2020	33,633.66
September 2016	104,186.78	November 2020	32,823.95
October 2016	101,909.72	December 2020	32,031.60
November 2016	99,679.19	January 2021	31,256.24
December 2016	97,494.28	February 2021	30,497.55
January 2017	95,354.09	March 2021	29,755.17
February 2017	93,257.74	April 2021	29,028.79

Month of Distribution Date	Cap Contract Notional Balances ($)	Month of Distribution Date	Cap Contract Notional Balances ($)
May 2021	28,318.07	February 2022	22,576.13
June 2021	27,622.70	March 2022	22,005.58
July 2021	26,942.36	April 2022	21,447.52
August 2021	26,276.76	May 2022	20,901.70
September 2021	25,625.59	June 2022	20,367.86
October 2021	24,988.56	July 2022	19,845.77
November 2021	24,365.37	August 2022	19,335.18
December 2021	23,755.76	September 2022	18,835.85
January 2022	23,159.43	October 2022	0.00

If the Cap Contract is terminated early, the Cap Contract Counterparty may owe a termination payment to the Trustee, payable in a lump sum to be held by the Trustee until the Cap Contract Termination Date to pay any Net WAC Carryover Amount as described in this prospectus. However, if such termination occurs, there can be no assurance that any such termination payment will be owing to the Trustee or that the termination payment will be sufficient to cover any Net WAC Carryover Amount. In addition, Fannie Mae does not intend to obtain a replacement cap contract if the Cap Contract is terminated early.

Any amounts received on the Cap Contract on a Distribution Date that are not used to pay any Net WAC Carryover Amount on the 2-A-F Class on such Distribution Date will be returned to the Cap Contract Counterparty and will not be available for payments to any class of Certificates on future Distribution Dates.

The 2-A-F Class Certificates do not represent an obligation of the Cap Contract Counterparty. The Holders of the 2-A-F Class Certificates are not parties to the Cap Contract and will not have any right to proceed directly against the Cap Contract Counterparty in respect of its obligations under the Cap Contract. **The Fannie Mae guaranty will not cover any failure of the Trust to receive payments under the Cap Contract.**

Special Characteristics of the R and RL Classes

The R and RL Classes will not have principal balances and will not bear interest. If any assets of the Upper Tier REMIC remain after the principal balances of all Classes are reduced to zero, we will pay the Holder of the R Class the proceeds of those assets. If any assets of the Lower Tier REMIC remain after the principal balances of the Lower Tier Regular Interests are reduced to zero, we will pay the proceeds of those assets to the Holder of the RL Class. We do not expect that any material assets will remain in either case.

No Residual Certificate may be transferred to a "disqualified organization" or to anyone acting on behalf of a disqualified organization. The term "transfer" can include any transfer of record ownership or of beneficial ownership, whether as a result of a sale, gift, pledge, default or otherwise. The term "disqualified organization" includes the United States, any State or other political subdivision, any foreign government, any international organization, or any agency or instrumentality of any of them (other than certain taxable instrumentalities), any cooperative organization furnishing electric energy or providing telephone service to persons in rural areas, or any organization (other than a farmers' cooperative) that is exempt from federal income tax, unless such organization is subject to a tax on unrelated business income. Each person or entity to which the R or RL Certificate is transferred will be required to execute an affidavit, acceptable to us, stating that:

- the transferee is a "U.S. Person" (as defined below) or a foreign person subject to United States income taxation on a net basis on income derived from that Certificate;
- if the transferee is a partnership for U.S. federal income tax purposes, each person or entity that holds an interest (directly, or indirectly through a pass-through entity) in the partnership

is a U.S. Person or a foreign person subject to United States income taxation on a net basis on income derived from that Certificate;

- the transferee is not a disqualified organization,
- it is not acquiring the R or RL Certificate for the account of a disqualified organization,
- it consents to any amendment of the Trust Agreement that we deem necessary (upon the advice of our counsel) to ensure that the R or RL Certificate will not be owned directly or indirectly by a disqualified organization,
- it is not acquiring the R or RL Certificate to avoid or impede the assessment or collection of tax,
- it understands that it may incur tax liabilities in excess of any cash that it will receive on the R or RL Certificate,
- it intends to pay taxes on the R or RL Certificate as they become due,
- it will not cause income from the R or RL Certificate to be attributed to a foreign permanent establishment or fixed base of the transferee or another taxpayer, and
- it will not transfer the R or RL Certificate unless it has received from the new transferee an affidavit containing these same ten representations and it does not have actual knowledge that this other affidavit is false.

See "Certain Federal Income Tax Consequences—*Taxation of Beneficial Owners of a Residual Certificate—Sales and Other Dispositions of a Residual Certificate—Residual Certificate Transferred to or Held by Disqualified Organizations*" in this prospectus. The transferee also must deliver a properly executed Internal Revenue Service Form W-9 (or, if applicable, a Form W-8ECI) in which the transferee provides its taxpayer identification number. In addition, if a pass-through entity (including a nominee) holds an R or RL Class Certificate, it may be subject to additional taxes if a disqualified organization is a record holder in the entity.

No R or RL Certificate may be transferred to any person that is not a "U.S. Person" or a foreign person subject to United States income taxation on a net basis on income derived from that certificate without our written consent. The term "U.S. Person" means

- a citizen or resident of the United States;
- a corporation, partnership or other entity created under the laws of the United States or any of the states or the District of Columbia;
- an estate the income of which is subject to U.S. federal income tax regardless of the source of its income; or
- a trust if a court within the United States can exercise primary supervision over its administration and one or more U.S. Persons have the authority to control all substantial decisions of the trust.

Under regulations issued by the Treasury Department (the "Regulations"), if a "noneconomic residual interest" is transferred, the transfer will be disregarded for all federal tax purposes unless no significant purpose of the transfer is to impede the assessment or collection of tax. The R and RL Classes will constitute noneconomic residual interests under the Regulations.

Under the Regulations, the phrase "a significant purpose of the transfer to impede the assessment or collection of tax" means that the transferor of the R or RL Class Certificate had "improper knowledge" at the time of the transfer. In other words, the transferor knew, or should have known, that the transferee would be unwilling or unable to pay taxes due on its share of the taxable income of the related REMIC. A transferor is presumed not to have improper knowledge if four conditions are met. First, the transferor conducts, at the time of the transfer, a reasonable investigation of the financial condition of the transferee and, based on the results, finds that the transferee has historically paid its debts as they come due and finds no significant evidence to indicate that the transferee will not continue to pay its debts as they come due in the future. Second, the transferee makes certain representations to the transferor in the affidavit relating to disqualified organizations discussed above. Third, the transferee makes the representation to the transferor in the affidavit relating to foreign permanent establishments discussed above. Fourth, the transfer satisfies either the "asset test" or the "formula test." If you plan to transfer an R or RL Class Certificate, you should consult your own tax advisor for further information.

A transfer satisfies the asset test if (i) the transferee's gross assets exceed $100 million and its net assets exceed $10 million (in each case, at the time of the transfer and at the close of each of the transferee's two fiscal years preceding the year of transfer), (ii) the transferee is an "eligible corporation" as defined in section 860L(a)(2) of the Code and it agrees in writing that any subsequent transfer of the residual interest will be to an eligible corporation and will comply with the safe harbor and satisfy the asset test, and (iii) the facts and circumstances known to the transferor do not reasonably indicate that the taxes associated with the residual interest will not be paid. A transfer satisfies the formula test if the present value of the anticipated tax liabilities associated with holding the R or RL Class Certificate is less than or equal to the present value of the sum of (i) any consideration given to the transferee to acquire the Certificate, (ii) expected future distributions on that Certificate, and (iii) anticipated tax savings associated with holding that Certificate as the related REMIC trust generates losses. The regulations contain additional details regarding their application and you should consult your own tax advisor regarding the application of the Regulations to an actual transfer of the R or RL Class Certificate.

The Holder of the R Class will be considered to be the holder of the "residual interest" in the REMIC constituted by the Upper Tier REMIC, and the Holder of the RL Class will be considered to be the holder of the "residual interest" in the REMIC constituted by the Lower Tier REMIC. See "Certain Federal Income Tax Consequences—REMIC Elections and Special Tax Attributes." Pursuant to the Trust Agreement we will be obligated to provide to the Holder or Holders of the R and RL Classes (i) information that they need to prepare their federal income tax returns and (ii) any reports regarding the R or RL Class that may be required under the Code.

Structuring Assumptions

Pricing Assumptions. Except where otherwise noted, the information in the tables in this prospectus has been prepared on the basis of (i) the assumed characteristics of the Mortgage Loans set forth herein on Exhibit A and (ii) the following assumptions (collectively, the "Pricing Assumptions"):

- payments on all Mortgage Loans are due and received on the first day of each month;
- each year consists of twelve 30-day months;
- the Mortgage Loans prepay at the CPR levels specified in the related table;
- there are no Uncovered Prepayment Interest Shortfalls;
- there are no Net WAC Carryover Amounts;
- there are no defaults, losses, additional delinquencies or liquidations with respect to the Mortgage Loans;
- there are no substitutions of the Mortgage Loans after the Cut-off Date;
- 1 year CMT is equal to 2.59%;
- one-month LIBOR is equal to 2.37%.
- the Servicer does not exercise its optional clean-up call;

- the settlement date for the sale of the Certificates occurs on December 30, 2004; and
- each Distribution Date for the Certificates occurs on the 25th day of the month, beginning in January 2005.

Prepayment Assumptions. Prepayments of mortgage loans commonly are measured relative to a prepayment standard or model. The model used in this prospectus is the "Constant Prepayment Rate" or "CPR" model. The CPR model represents an assumed *constant* rate of prepayment each month, expressed as a per annum percentage of the then outstanding principal balance of the pool of mortgage loans. *This model does not purport to be an historical description of the prepayment experience of any pool of mortgage loans or a prediction of the anticipated rate of prepayment of any pool of mortgage loans, including the Mortgage Loans. It is highly unlikely that the Mortgage Loans will prepay at any constant percentage of the Prepayment Assumption or at any other constant rate.*

Yield Tables

General. The tables below illustrate the sensitivity of the pre-tax corporate bond equivalent yields to maturity of the applicable Classes to various constant percentages of CPR. We calculated the yields set forth in the tables by

- determining the monthly discount rates that, when applied to the assumed streams of cash flows to be paid on the applicable Classes, would cause the discounted present values of such assumed streams of cash flows to equal the assumed aggregate purchase prices of such Classes, and
- converting such monthly rates to corporate bond equivalent rates.

These calculations do not take into account variations in the interest rates at which you could reinvest distributions on the Certificates. Accordingly, these calculations do not illustrate the return on any investment in the Certificates when such reinvestment rates are taken into account.

We cannot assure you that

- the pre-tax yields on the applicable Certificates will correspond to any of the pre-tax yields shown here or
- the aggregate purchase prices of the applicable Certificates will be as assumed.

Furthermore, because some of the Mortgage Loans are likely to have remaining terms to maturity shorter or longer than those assumed and interest rates higher or lower than those assumed, the principal payments on the Certificates are likely to differ from those assumed. This would be the case even if all Mortgage Loans prepay at the indicated constant percentages of CPR. Moreover, it is unlikely that

- the Mortgage Loans will prepay at a constant percentage of CPR until maturity, or
- all of such Mortgage Loans will prepay at the same rate.

1-A-IO Class. **The yield to investors in the 1-A-IO Class will be very sensitive to the rate of principal payments (including prepayments) of the Group 1 Loans. The Mortgage Loans can be prepaid at any time without penalty. As illustrated in the tables below, it is possible that investors in the 1-A-IO Class would lose money on their initial investments under certain prepayment scenarios.**

We cannot assure you that:

- the Group 1 Loans will prepay at any of the assumed rates in this prospectus or at any other particular rate;
- the pre-tax yield on the 1-A-IO Class will correspond to any of the pre-tax yields shown in this prospectus; or

• the aggregate purchase price of the 1-A-IO Class will be the price assumed below.

The information shown in the following yield tables has been prepared on the basis of the Pricing Assumptions and the assumption that the aggregate purchase price of the 1-A-IO Class (expressed as a percentage of the original notional principal balance) is as follows:

Class	Price*
1-A-IO	0.3125%

* The price does not include accrued interest. Accrued interest has been added to the price in calculating the yield set forth in the table below.

Sensitivity of the 1-A-IO Class to Prepayments to Maturity*

	CPR Prepayment Assumption						
	10%	15%	20%	25%	30%	35%	40%
Pre-Tax Yields	23.6%	17.4%	11.1%	4.5%	(2.2)%	(9.2)%	(16.5)%

* Applies only to Group 1 Loans.

Sensitivity of the 1-A-IO Class to Prepayments to Call*

	CPR Prepayment Assumption						
	10%	15%	20%	25%	30%	35%	40%
Pre-Tax Yields	23.6%	17.4%	11.1%	4.4%	(2.6)%	(10.1)%	(18.1)%

* Applies only to Group 1 Loans.

The 2-A-S Class. **The yield on the 2-A-S Class will be sensitive in varying degrees to the rate of principal payments, including prepayments, of the Group 2 Loans, and to the level of the Index. The Group 2 Loans generally can be prepaid at any time without penalty. In addition, the rate of principal payments (including prepayments) of the Group 2 Loans is likely to vary, and may vary considerably. As illustrated in the tables below, it is possible that investors in the 2-A-S Class would lose money on their initial investments under certain Index and prepayment scenarios.**

Changes in the Index may not correspond to changes in prevailing mortgage interest rates. It is possible that lower prevailing mortgage interest rates, which might be expected to result in faster prepayments, could occur while the level of the Index increased.

The information shown in the yield tables has been prepared on the basis of the Pricing Assumptions and the assumptions that

• the interest rate for the 2-A-S Class for the initial Interest Accrual Period is 3.78927% and for each following Interest Accrual Period will be based on the specified level of the Index, and

• the aggregate purchase price of the 2-A-S Class (expressed as a percentage of the original notional principal balance) is as follows:

Class	Price*
2-A-S	6.1250%

* The price does not include accrued interest. Accrued interest has been added to the price in calculating the yields set forth in the table below.

Sensitivity of the 2-A-S Class to Prepayments and LIBOR
(Pre-Tax Yields to Maturity)

	CPR Prepayment Assumption						
LIBOR	**10%**	**15%**	**20%**	**25%**	**30%**	**35%**	**40%**
1.370%	74.7%	67.3%	59.7%	51.9%	43.8%	35.4%	26.6%
2.370%	55.1%	48.2%	41.1%	33.7%	26.1%	18.3%	10.1%
4.370%	18.0%	12.0%	5.8%	(0.6)%	(7.2)%	(14.1)%	(21.2)%
5.370%	(0.4)%	(6.0)%	(11.7)%	(17.6)%	(23.7)%	(30.1)%	(36.7)%
6.160%	*	*	*	*	*	*	*

* The pre-tax yield to maturity would be less than (99.9)%.

Sensitivity of the 2-A-S Class to Prepayments and LIBOR
(Pre-Tax Yields to Call)

	CPR Prepayment Assumption						
LIBOR	**10%**	**15%**	**20%**	**25%**	**30%**	**35%**	**40%**
1.370%	74.7%	67.3%	59.7%	51.9%	43.8%	35.3%	26.5%
2.370%	55.1%	48.2%	41.1%	33.7%	26.1%	18.1%	9.8%
4.370%	18.0%	12.0%	5.7%	(0.9)%	(7.9)%	(15.4)%	(23.4)%
5.370%	(0.5)%	(6.2)%	(12.4)%	(19.2)%	(26.6)%	(34.6)%	(43.2)%
6.160%	*	*	*	*	*	*	*

* The pre-tax yield to call would be less than (99.9)%.

The 1-A-PO Class. **The 1-A-PO Class will not bear interest. As indicated in the table below, a low rate of principal payments (including prepayments) on the Category 1a Loans will have a negative effect on the yield to investors in the 1-A-PO Class.**

The information shown in the following yield table has been prepared on the basis of the Pricing Assumptions and the assumption that the aggregate purchase price of the 1-A-PO Class (expressed as a percentage of its original principal balance) is as follows:

Class	**Price**
1-A-PO	78.7500%

Sensitivity of the 1-A-PO Class to Prepayments to Maturity*

	CPR Prepayment Assumption						
	10%	**15%**	**20%**	**25%**	**30%**	**35%**	**40%**
Pre-Tax Yields	3.6%	5.0%	6.6%	8.3%	10.2%	12.2%	14.4%

* Applies only to Group 1 Loans.

Sensitivity of the 1-A-PO Class to Prepayments to Call*

	CPR Prepayment Assumption						
	10%	**15%**	**20%**	**25%**	**30%**	**35%**	**40%**
Pre-Tax Yields	3.6%	5.0%	6.6%	8.3%	10.2%	12.3%	14.5%

* Applies only to Group 1 Loans.

Weighted Average Lives of the Certificates

The "weighted average life" of a Certificate refers to the average length of time, weighted by principal, that will elapse from the time we issue the Certificate until we pay you the full amount of outstanding principal. We determine the weighted average life of a Certificate by:

(a) multiplying the amount of the reduction, if any, of the principal balance of such Certificate from one Distribution Date to the next Distribution Date by the number of years from the Settlement Date to the second such Distribution Date,

(b) summing the results, and

(c) dividing the sum by the aggregate amount of the reductions in principal balance of such Certificate referred to in clause (a).

The weighted average lives of the Certificates will be influenced by, among other factors, the rate at which principal payments are made on the related Mortgage Loans. For the purpose of the preceding sentence, principal payments include scheduled payments, principal prepayments, liquidations due to default, casualty and condemnation and payments made pursuant to either our guaranty of payment or our option to repurchase. The interaction of the above factors may result in differing principal prepayment speeds on the Classes of Certificates. Accordingly, we cannot give any assurance as to the weighted average lives of the Certificates.

Maturity Considerations and Final Distribution Date

We expect the maturities of substantially all of the Mortgage Loans to be between 15 and 30 years. Each Mortgage Loan will provide for amortization of principal according to a schedule that, in the absence of prepayments, would result in repayment of the Mortgage Loan by its maturity date.

Decrement Tables

The following tables indicate the percentages of original principal balances of the specified Classes that would be outstanding after each of the dates shown at various constant percentages of CPR and the corresponding weighted average lives of such Classes. The tables have been prepared on the basis of the Pricing Assumptions.

It is *unlikely* that all the Mortgage Loans:

- will have the interest rates or remaining terms to maturity assumed or

- will prepay at any constant percentage of the related CPR.

In addition, the diverse remaining terms to maturity of the Mortgage Loans could produce slower or faster principal payments than indicated in the tables at the specified constant percentages of CPR. This would be the case even if the weighted average maturities of the Mortgage Loans are identical to the weighted average maturities specified in the Pricing Assumptions.

Percent of Original Principal Balances Outstanding

	1-A-1 Class CPR Prepayment Assumption						
Date	10%	15%	20%	25%	30%	35%	40%
Initial Percent	100	100	100	100	100	100	100
December 2005	89	84	79	74	69	64	59
December 2006	79	70	62	55	48	41	35
December 2007	69	59	49	40	33	26	21
December 2008	61	49	38	30	22	17	12
December 2009	54	41	30	22	15	11	7
December 2010	48	34	23	16	11	7	4
December 2011	42	28	18	12	7	4	2
December 2012	37	23	14	9	5	3	1
December 2013	32	19	11	6	3	2	1
December 2014	28	16	9	4	2	1	*
December 2015	24	13	7	3	2	1	*
December 2016	21	11	5	2	1	*	*
December 2017	18	9	4	2	1	*	*
December 2018	15	7	3	1	*	*	*
December 2019	13	6	2	1	*	*	*
December 2020	11	4	2	1	*	*	*
December 2021	9	4	1	*	*	*	*
December 2022	8	3	1	*	*	*	*
December 2023	6	2	1	*	*	*	*
December 2024	5	2	*	*	*	*	*
December 2025	4	1	*	*	*	*	*
December 2026	3	1	*	*	*	*	*
December 2027	2	1	*	*	*	*	*
December 2028	1	*	*	*	*	*	*
December 2029	1	*	*	*	*	*	*
December 2030	*	*	*	*	*	*	*
December 2031	0	0	0	0	0	0	0
December 2032	0	0	0	0	0	0	0
Weighted Average Life (years)**	7.3	5.3	4.1	3.3	2.7	2.3	1.9

	1-A-2 Class CPR Prepayment Assumption						
Date	10%	15%	20%	25%	30%	35%	40%
Initial Percent	100	100	100	100	100	100	100
December 2005	89	84	79	74	69	64	59
December 2006	78	70	62	54	47	41	35
December 2007	69	58	49	40	33	26	21
December 2008	61	49	38	30	22	17	12
December 2009	54	40	30	22	15	11	7
December 2010	47	34	23	16	10	7	4
December 2011	42	28	18	12	7	4	2
December 2012	36	23	14	8	5	3	1
December 2013	32	19	11	6	3	2	1
December 2014	28	16	8	4	2	1	*
December 2015	24	13	7	3	1	1	*
December 2016	20	10	5	2	1	*	*
December 2017	18	8	4	2	1	*	*
December 2018	15	7	3	1	*	*	*
December 2019	13	5	2	1	*	*	*
December 2020	11	4	2	1	*	*	*
December 2021	9	3	1	*	*	*	*
December 2022	7	3	1	*	*	*	*
December 2023	6	2	1	*	*	*	*
December 2024	4	1	*	*	*	*	*
December 2025	3	1	*	*	*	*	*
December 2026	2	1	*	*	*	*	*
December 2027	1	*	*	*	*	*	*
December 2028	1	*	*	*	*	*	*
December 2029	*	*	*	*	*	*	*
December 2030	0	0	0	0	0	0	0
December 2031	0	0	0	0	0	0	0
December 2032	0	0	0	0	0	0	0
Weighted Average Life (years)**	7.2	5.3	4.1	3.3	2.7	2.3	1.9

	1-A-3 and 1-A-IO† Classes CPR Prepayment Assumption						
Date	10%	15%	20%	25%	30%	35%	40%
Initial Percent	100	100	100	100	100	100	100
December 2005	89	84	79	74	69	64	59
December 2006	78	70	62	54	47	41	35
December 2007	69	58	49	40	33	26	21
December 2008	61	49	38	29	22	17	12
December 2009	54	40	30	22	15	11	7
December 2010	47	34	23	16	10	7	4
December 2011	41	28	18	12	7	4	2
December 2012	36	23	14	8	5	3	1
December 2013	31	19	11	6	3	2	1
December 2014	27	15	8	4	2	1	*
December 2015	23	13	6	3	1	1	*
December 2016	20	10	5	2	1	*	*
December 2017	17	8	4	2	1	*	*
December 2018	15	7	3	1	*	*	*
December 2019	12	5	2	1	*	*	*
December 2020	10	4	2	1	*	*	*
December 2021	8	3	1	*	*	*	*
December 2022	7	2	1	*	*	*	*
December 2023	5	2	1	*	*	*	*
December 2024	4	1	*	*	*	*	*
December 2025	3	1	*	*	*	*	*
December 2026	2	*	*	*	*	*	*
December 2027	1	*	*	*	*	*	*
December 2028	*	*	*	*	*	*	*
December 2029	0	0	0	0	0	0	0
December 2030	0	0	0	0	0	0	0
December 2031	0	0	0	0	0	0	0
December 2032	0	0	0	0	0	0	0
Weighted Average Life (years)**	7.1	5.3	4.1	3.3	2.7	2.3	1.9

	1-A-PO Class CPR Prepayment Assumption						
Date	10%	15%	20%	25%	30%	35%	40%
Initial Percent	100	100	100	100	100	100	100
December 2005	89	84	79	74	69	64	59
December 2006	79	70	62	55	48	41	35
December 2007	70	59	49	40	33	26	21
December 2008	61	49	38	30	22	17	12
December 2009	54	41	30	22	15	11	7
December 2010	48	34	24	16	11	7	4
December 2011	42	28	18	12	7	4	2
December 2012	37	23	14	9	5	3	1
December 2013	32	19	11	6	3	2	1
December 2014	28	16	9	5	2	1	*
December 2015	24	13	7	3	2	1	*
December 2016	21	11	5	2	1	*	*
December 2017	18	9	4	2	1	*	*
December 2018	16	7	3	1	*	*	*
December 2019	14	6	2	1	*	*	*
December 2020	11	5	2	1	*	*	*
December 2021	10	4	1	*	*	*	*
December 2022	8	3	1	*	*	*	*
December 2023	7	2	1	*	*	*	*
December 2024	5	2	1	*	*	*	*
December 2025	4	1	*	*	*	*	*
December 2026	3	1	*	*	*	*	*
December 2027	3	1	*	*	*	*	*
December 2028	2	*	*	*	*	*	*
December 2029	1	*	*	*	*	*	*
December 2030	1	*	*	*	*	*	*
December 2031	*	*	*	*	*	*	*
December 2032	0	0	0	0	0	0	0
Weighted Average Life (years)**	7.4	5.4	4.1	3.3	2.7	2.3	1.9

	2-A-F and 2-A-S† Classes CPR Prepayment Assumption						
Date	10%	15%	20%	25%	30%	35%	40%
Initial Percent	100	100	100	100	100	100	100
December 2005	89	84	79	74	69	64	59
December 2006	79	70	62	55	48	41	35
December 2007	69	59	49	40	33	26	21
December 2008	61	49	38	30	22	17	12
December 2009	54	41	30	22	15	11	7
December 2010	48	34	23	16	11	7	4
December 2011	42	28	18	12	7	4	2
December 2012	37	23	14	9	5	3	1
December 2013	32	19	11	6	3	2	1
December 2014	28	16	9	4	2	1	*
December 2015	24	13	7	3	2	1	*
December 2016	21	10	5	2	1	*	*
December 2017	18	9	4	2	1	*	*
December 2018	15	7	3	1	*	*	*
December 2019	13	6	2	1	*	*	*
December 2020	11	4	2	1	*	*	*
December 2021	9	3	1	*	*	*	*
December 2022	8	3	1	*	*	*	*
December 2023	6	2	1	*	*	*	*
December 2024	5	2	*	*	*	*	*
December 2025	4	1	*	*	*	*	*
December 2026	3	1	*	*	*	*	*
December 2027	2	1	*	*	*	*	*
December 2028	1	*	*	*	*	*	*
December 2029	*	*	*	*	*	*	*
December 2030	0	0	0	0	0	0	0
December 2031	0	0	0	0	0	0	0
December 2032	0	0	0	0	0	0	0
Weighted Average Life (years)**	7.3	5.3	4.1	3.3	2.7	2.3	1.9

	3-A Class CPR Prepayment Assumption						
Date	5%	10%	15%	20%	25%	30%	35%
Initial Percent	100	100	100	100	100	100	100
December 2005	93	88	83	78	73	69	64
December 2006	86	78	69	61	54	47	40
December 2007	80	68	57	48	39	32	26
December 2008	74	60	48	37	29	22	16
December 2009	69	52	39	29	21	15	10
December 2010	63	46	32	23	15	10	6
December 2011	58	40	27	17	11	7	4
December 2012	53	35	22	13	8	5	3
December 2013	49	30	18	10	6	3	2
December 2014	44	26	15	8	4	2	1
December 2015	40	22	12	6	3	1	1
December 2016	36	19	10	5	2	1	*
December 2017	33	16	8	3	2	1	*
December 2018	29	14	6	3	1	*	*
December 2019	26	11	5	2	1	*	*
December 2020	22	9	4	1	1	*	*
December 2021	19	8	3	1	*	*	*
December 2022	17	6	2	1	*	*	*
December 2023	14	5	2	1	*	*	*
December 2024	11	4	1	*	*	*	*
December 2025	9	3	1	*	*	*	*
December 2026	6	2	1	*	*	*	*
December 2027	4	1	*	*	*	*	*
December 2028	2	1	*	*	*	*	*
December 2029	0	0	0	0	0	0	0
December 2030	0	0	0	0	0	0	0
December 2031	0	0	0	0	0	0	0
December 2032	0	0	0	0	0	0	0
Weighted Average Life (years)**	9.9	7.0	5.2	4.0	3.2	2.6	2.2

* Indicates an outstanding balance greater than 0% and less than 0.5% of the original principal balance.

** Determined as specified under "—Weighted Average Lives of the Certificates" above.

† In the case of a Notional Class, the Decrement Table indicates the percentage of the original notional principal balance outstanding.

THE TRUST AGREEMENT

We summarize below certain provisions of the Trust Agreement not discussed elsewhere in this prospectus. Certain capitalized terms that we use in these summaries are defined in the Trust Agreement. These summaries are, by definition, not complete. If there is ever a conflict between the information in this prospectus and the actual terms of the Trust Agreement, the terms of the Trust Agreement will prevail.

Transfer of Mortgage Loans to the Trust

The Trust Agreement will contain a mortgage loan schedule (the "Mortgage Loan Schedule") that will identify the Mortgage Loans that are being transferred to the Trust. As Trustee, we will hold, on behalf of the Certificateholders, the original Mortgage Notes, endorsed in blank, and assignments of the mortgage instruments to us in recordable form. Usually assignments are in a form suitable for recording but they are not recorded. However, a blanket assignment may be used for the transfer of a large number of Mortgage Loans, even if the properties are not located in the same recording jurisdiction, depending on the applicable Lender's servicing experience and its financial condition. We may change these document custody requirements at any time, as long as we determine that any such change will not have a materially adverse effect on the interests of Certificateholders.

At our option, we may choose to maintain the documents described above with one or more custodian institutions supervised and regulated by the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Office of Thrift Supervision, the FDIC or the NCUA. We will review the Mortgage Loan Schedule before we issue the Certificates and will conduct random spot checks after issuing the Certificates to confirm that we have all the documents we need.

If a liquidation, reorganization, or similar proceeding involving our assets or the assets of a Lender were to occur, it is not clear what law would be applicable. As a result, we cannot render a legal opinion about the Certificateholders' rights to the Mortgage Loans in the event of a proceeding of this type.

Servicing Through Lenders

Pursuant to the Trust Agreement, we are responsible for servicing and administering the Mortgage Loans. We are permitted, in our discretion, to contract with the originator of each Mortgage Loan, or another eligible servicing institution, to perform such functions under our supervision as more fully described below (each, a "Lender"). Any servicing contract or arrangement by us with a Lender for the direct servicing of Mortgage Loans is a contract solely between us and that Lender. Therefore, Certificateholders will not be deemed to be parties to such contract and will have no claims, rights, obligations, duties, or liabilities with respect to any Lender.

Except as otherwise agreed upon by us, Lenders will be obligated to perform diligently all services and duties customary to the servicing of mortgages in accordance with the applicable Guide. We will monitor the Lender's performance and we have the right to remove any Lender for cause at any time we consider such removal to be in the best interest of Certificateholders. The duties performed by Lenders include general loan servicing responsibilities, collection and remittance of principal and interest payments, administration of mortgage escrow accounts, collection of insurance claims, and, if necessary, foreclosure.

Each month, we will retain an amount based on the principal balance of each Mortgage Loan to pay various Trust expenses. We are also entitled to retain prepayment premiums, late charges, assumption fees, and similar charges to the extent they are collected from borrowers. We will compensate Lenders in an amount up to, but never exceeding, the amount described above, less a prescribed minimum amount to be retained by us to compensate us for making our guaranty and for our servicing responsibilities (the "Guaranty Fee").

Distributions on Mortgage Loans; Deposits in the Certificate Account

We will deposit or credit to one or more accounts (collectively, the "Certificate Account") an amount equal to the sum of the amounts collected as principal and interest on the Mortgage Loans as these amounts are received.

Any amounts deposited into the Certificate Account on a Distribution Date will be available to pay (i) interest accrued and distributable on the Certificates on that date and (ii) principal of the Certificates reflected in the class factors. We will not include any reinvestment earnings on amounts in the Certificate Account when we calculate payments to Certificateholders.

The Trust Agreement permits us, as Trustee, to maintain the Certificate Account in one of two ways:

- as a trust account with an eligible depository institution (which account may contain other funds that we hold in a trust capacity), or
- as part of our general assets (with appropriate credit entries to the related REMIC).

We are required to hold all such appropriately credited funds in our general accounts (and all funds in the Certificate Account that we have invested) for the benefit of the Certificateholders. Nevertheless, if a liquidation, reorganization or similar proceeding involving our assets were to occur, it is not clear what law would be applicable. As a result, we cannot render a legal opinion about the Certificateholders' rights to those funds in the event of a proceeding of this type.

Reports to Certificateholders

We will publish a class factor for each Class of Certificates on or shortly after the 23rd calendar day of each month. If you multiply the class factor for a Certificate by the original principal balance or notional balance of the Certificate, you will obtain the current principal balance or notional balance of that Certificate, after giving effect to the principal payment to be made on the following Distribution Date.

After the end of each calendar year, we will furnish to each person who was a Certificateholder at any time during that year a statement containing any information required by the Internal Revenue Service.

We, or a special agent that we engage, will make all the necessary numerical calculations.

Servicing Compensation and Payment of Certain Expenses by Fannie Mae

We will be entitled to retain an amount based on the principal balance of each Mortgage Loan for Trust expenses and as compensation for our activities and obligations under the Trust Agreement. In addition, we are entitled to retain a portion of the proceeds of the liquidation of a Mortgage Loan that exceeds (i) the principal balance of that Mortgage Loan and (ii) interest owed through the end of the month in which the liquidation occurs at the related Mortgage Interest Rate. We will pay all expenses incurred in connection with our servicing activities, including, without limitation, the fees to Lenders, and we are not entitled to be reimbursed for such expenses out of the assets of the Trust.

We will retain additional servicing compensation in the form of assumption fees, late payment charges, or otherwise.

Collection and Other Servicing Procedures

We are responsible for servicing the Mortgage Loans and may, as set forth above, conduct such servicing through Lenders or through other Fannie Mae approved mortgage servicers. In connection with our servicing activities, we have full power and authority to do or cause to be done any and all things we may deem necessary or appropriate, including the foreclosure or comparable conversion of a defaulted Mortgage Loan.

With respect to each Mortgage Loan, the Lender makes certain warranties to Fannie Mae concerning the following matters:

- the recordation of the original Mortgage,
- the validity of the Mortgage Loan as a first lien on the related Mortgaged Property, and
- compliance by the Mortgage Loan with applicable state and federal laws.

In the event of a material breach of any warranty or a material defect in the Mortgage Loan documentation, we may withdraw the Mortgage Loan from the Trust at a price equal to its stated principal balance together with interest thereon at the Net Mortgage Rate.

Subject to the limitations discussed below, we may:

- enforce or waive enforcement of any term of any Mortgage Loan,
- enter into an agreement to modify any term of any Mortgage Loan, or
- take any action or refrain from taking any action in servicing any Mortgage Loan.

We may waive any assumption fee, or late payment charge, or may exercise or refrain from exercising any ''call option rider.'' If we decide to take or refrain from taking any of the actions discussed above, our decision must be consistent with the then-current policies or practices that we follow for comparable mortgage loans held in our own portfolio. In making our decisions, we may not take into account the ownership status of the related Mortgage Loan.

Each Mortgage Loan will contain a ''due-on-sale'' clause, which provides that the Mortgage Loan will be assumable upon the sale of the related Mortgaged Property, subject generally to the purchaser's compliance with credit and underwriting guidelines.

Certain Matters Regarding Fannie Mae

We may not resign from our duties under the Trust Agreement unless a change in law requires it. Even then, our resignation would not become effective until a successor has assumed our duties under the Trust Agreement. In no event, however, would any successor take over our guaranty obligations. Even if our other duties under the Trust Agreement should terminate, we would still be obligated under that guaranty. In the event that we are unable to fulfill our continuing guaranty obligations, the Trust Agreement may be modified to provide for monthly distributions to be made from then-available Mortgage Loan payments and other recoveries in a manner similar to practices and procedures followed in the servicing of whole loans for institutional investors. See ''—Rights Upon Event of Default'' below.

We are not liable under the Trust Agreement to the Trust or to Certificateholders for our errors in judgment or for anything we do, or do not do, in good faith. This also applies to our directors, officers, employees and agents. Nevertheless, neither we nor they will be protected from liability if it results from willful misfeasance, bad faith or gross negligence or as a result of a willful disregard of duties.

The Trust Agreement also provides that we are free to refuse involvement in any legal action that we think will expose us to expense or liability unless the action is related to our duties under the Trust Agreement. On the other hand, we may decide to participate in legal actions if we think our participation would be in the interests of the Certificateholders. In this case, we will pay our legal expenses and costs.

If we merge or consolidate with another corporation, the successor corporation will be our successor under the Trust Agreement.

Repurchase of Mortgage Loans

If the Mortgage Interest Rates on the Group 1 or Group 2 Loans are reduced, the Servicer will be obligated to repurchase such Mortgage Loans from the Trust. Any such repurchase of a Group 1 or Group 2 Loan from the Trust by the Servicer will occur at a price equal to its outstanding Stated Principal Balance plus one month's interest at the applicable Net Mortgage Rate.

Events of Default

Any of the following will be considered an "Event of Default" under the Trust Agreement:

- if we fail to pay Certificateholders of any Class any required amount and our failure continues uncorrected for 15 days after Certificateholders owning at least 5% of that Class of Certificates have given us written notice;
- if we fail in a material way to fulfill any of our obligations under the Trust Agreement and our failure continues uncorrected for 60 days after Certificateholders owning at least 25% of any Class of Certificates have given us written notice; or
- if we become insolvent or unable to pay our debts or if other events of insolvency occur.

Rights Upon Event of Default

If one of the Events of Default under the Trust Agreement has occurred and continues uncorrected, Certificateholders who own at least 25% of any Class of Certificates have the right to terminate, in writing, all of our obligations under the Trust Agreement. These obligations include our duties as trustee as well as in our corporate capacity. However, our guaranty obligations will continue in effect. The same proportion of Certificateholders also may appoint, in writing, a successor to assume all of our terminated obligations. This successor will take legal title to the Mortgage Loans and other assets of the Trust.

Voting Rights

Certain actions specified in the Trust Agreement that may be taken by holders of Certificates evidencing a specified percentage of all undivided interests in the Trust may be taken by holders of Certificates entitled in the aggregate to such percentage of voting rights. The percentage of the voting rights allocated among holders of the Notional Classes in the aggregate will be 1.5%; the percentage of the voting rights allocated among holders of all other Classes in the aggregate will be 98.5%. The voting rights allocated to each Class of Certificates will be allocated among all holders of each such Class in proportion to the outstanding principal balances or notional principal balances of such Certificates.

Amendment

We may amend the Trust Agreement, without notifying the Certificateholders or obtaining their consent, for any of the following purposes:

- to add to our duties;
- to evidence that another party has become our successor and has assumed our duties under the Trust Agreement as Trustee or in our corporate capacity or both;
- to eliminate any of our rights in our corporate capacity under the Trust Agreement;
- to cure any ambiguity or correct or add to any provision in the Trust Agreement, so long as no Certificateholder is adversely affected; or
- to modify the Trust Agreement to maintain the legal status of the Upper Tier REMIC or the Lower Tier REMIC as a REMIC.

If Certificateholders who own at least 66% of each affected Class give their consent, we may amend the Trust Agreement to eliminate, change or add to its terms or to waive our compliance with any of those terms. Nevertheless, we may not terminate or change our guaranty obligations or reduce the percentage of Certificateholders who must give their consent to the types of amendments listed in the previous sentence. In addition, unless each affected Certificateholder consents, no amendment may reduce or delay the funds that we must pay on any Certificate. Similarly, unless all affected Holders of any residual interest give their consent, no amendment may adversely affect their rights.

Termination

The Trust Agreement will terminate when the last Mortgage Loan remaining in the Trust has been paid off or liquidated, and the proceeds of that loan have been paid to Certificateholders. The Trust Agreement also will terminate if the Servicer exercises its optional clean-up call. The purchase price for such optional repurchase will equal the outstanding stated principal balance of each Mortgage Loan (including one month's interest at the Net Mortgage Rate).

The Servicer may not exercise its optional clean-up call unless the aggregate principal balance of the remaining Mortgage Loans in a Loan Group is less than 1% of the aggregate principal balance of all the Mortgage Loans in that Loan Group as of the Cut-off Date.

If the Servicer exercises its optional clean-up call, we will retire all the Certificates related to the applicable Loan Group. In no event, however, will the Trust continue beyond the expiration of 21 years from the death of the last survivor of the persons named in the Trust Agreement. We will notify each affected Certificateholder in writing of the termination of the Trust Agreement, and will make the final payment to each person entitled to it.

CERTAIN FEDERAL INCOME TAX CONSEQUENCES

The Certificates and payments on the Certificates generally are subject to taxation. Therefore, you should consider the tax consequences of holding a Certificate before you acquire one. The following discussion describes certain U.S. federal income tax consequences to beneficial owners of Certificates. The discussion is general and does not purport to deal with all aspects of federal taxation that may be relevant to particular investors. This discussion may not apply to your particular circumstances for various reasons, including the following:

- This discussion is based on federal tax laws in effect as of the date of this prospectus. Changes to any of these laws after the date of this prospectus may affect the tax consequences discussed below.
- This discussion addresses only Certificates acquired at original issuance and held as "capital assets" (generally, property held for investment).
- This discussion does not address tax consequences to beneficial owners subject to special rules, such as dealers in securities, certain traders in securities, banks, tax-exempt organizations, life insurance companies, persons that hold Certificates as part of a hedging transaction or as a position in a straddle or conversion transaction, or persons whose functional currency is not the U.S. dollar.
- This discussion does not address taxes imposed by any state, local or foreign taxing jurisdiction.

For these reasons, you should consult your own tax advisors regarding the federal income tax consequences of holding and disposing of Certificates as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

The Treasury Department recently issued Regulations directed at "tax shelters" that could be read to apply to transactions generally not considered to be tax shelters. These Regulations require that taxpayers that participate in a "reportable transaction" disclose such transaction on their tax returns by attaching IRS Form 8886 and retain information related to the transaction. A transaction may be a "reportable transaction" based upon any of several indicia, one or more of which may be present with respect to the Certificates. You should consult your own tax advisor concerning any possible disclosure obligation with respect to your investment in the Certificates.

The topics in this discussion are addressed in the order of the following captions:

- Taxation of the Portion of the Trust with Respect to the Group 1 and Group 3 Classes
- Taxation of Beneficial Owners of Certificates of the Group 1 and Group 3 Classes
- Expenses of the Trust
- Sales and Other Dispositions of Certificates of the Group 1 and Group 3 Classes
- Special Tax Attributes of Certificates of the Group 1 and Group 3 Classes
- Modifications of FHA/VA Loans
- Information Reporting and Backup Withholding for Certificates of the Group 1 and Group 3 Classes
- Foreign Investors in Certificates of the Group 1 and Group 3 Classes
- REMIC Elections and Special Tax Attributes for the Group 2 Classes
- Taxation of Beneficial Owners of Regular Certificates
- Taxation of the Net WAC Carryover Amounts
- Taxation of Beneficial Owners of a Residual Certificate
- Taxes on the REMICs
- Reporting and Other Administrative Matters for REMIC Investors
- Backup Withholding for REMIC Investors
- Foreign Investors in REMICs

For a discussion of certain federal income tax consequences to beneficial owners of Certificates of the Group 1 and Group 3 Classes, see the discussion following "—Taxation of the Portion of the Trust with Respect to the Group 1 and Group 3 Classes" below. The discussion following the caption "—REMIC Elections and Special Tax Attributes for the Group 2 Classes" through the caption "Foreign Investors in REMICs" describes certain federal income tax consequences to beneficial owners of Certificates of the Group 2 Classes and the R and RL Classes (the "REMIC Certificates").

Taxation of the Portion of the Trust with Respect to the Group 1 and Group 3 Classes

Dewey Ballantine LLP, special tax counsel to Fannie Mae, will deliver its opinion that, assuming compliance with the Trust Agreement, the portion of the Trust with respect to the Group 1 and Group 3 Classes will be classified as a grantor trust under subpart E, part I of subchapter J of the Code and not as an association taxable as a corporation.

Taxation of Beneficial Owners of Certificates of the Group 1 and Group 3 Classes

The 1-A-IO and 1-A-PO Classes

A beneficial owner of a Certificate of the 1-A-IO or 1-A-PO Class will be treated as owning, pursuant to section 1286 of the Code, "stripped bonds" to the extent of its share of principal payments and "stripped coupons" to the extent of its share of interest payments, as applicable. Fannie Mae intends to treat each Certificate of the 1-A-IO Class as a single debt instrument representing rights to future cashflows from the Group 1 Loans for purposes of information reporting. You should consult your own tax advisor as to the proper treatment of a Certificate of the 1-A-IO or 1-A-PO Class in this regard.

Under section 1286 of the Code, a beneficial owner of a Certificate of the 1-A-IO Class must treat the Certificate as a debt instrument originally issued on the date the owner acquires it and as having OID equal to the *excess*, if any, of its "stated redemption price at maturity" *over* the price paid by the owner to acquire it. For information reporting purposes, we intend to treat all amounts to be distributed on each Certificate of the 1-A-IO or 1-A-PO Class as included in the stated redemption price at maturity and, as a result, each Certificate of the 1-A-IO or 1-A-PO Class will be treated as if issued with OID.

The beneficial owner of a Certificate of the 1-A-IO or 1-A-PO Class must include in its ordinary income for federal income tax purposes, generally in advance of receipt of the cash attributable to that income, the sum of the "daily portions" of OID on its Certificate for each day during its taxable year on which it held that Certificate. The daily portions of OID are determined as follows:

- first, the portion of OID that accrued during each "accrual period" is calculated;
- then, the OID accruing during an accrual period is allocated ratably to each day during the period to determine the daily portion of OID.

The OID Regulations provide that a holder of a debt instrument may use an accrual period of any length, up to one year, as long as each distribution of principal or interest occurs on either the final day or the first day of an accrual period. We intend to report OID based on accrual periods of one month. Each of these accrual periods will begin on a Distribution Date and end on the day before the next Distribution Date.

Although the matter is not entirely clear, a beneficial owner of a Certificate of the 1-A-IO or 1-A-PO Class should determine the amount of OID accruing during any accrual period with respect to that Certificate using the method described in section 1272(a)(6) of the Code. Under section 1272(a)(6), the portion of OID treated as accruing with respect to a Certificate of the 1-A-IO or 1-A-PO Class for any accrual period equals the *excess*, if any, of

- the sum of (A) the present values of all the distributions remaining to be made on that Certificate, if any, as of the end of the accrual period; and (B) the distributions made on that Certificate during the accrual period of amounts included in the stated redemption price at maturity;

over

- the sum of the present values of all the distributions remaining to be made on that Certificate as of the beginning of the accrual period.

The present values of the remaining distributions with respect to a Certificate of the 1-A-IO or 1-A-PO Class are calculated based on the following:

- an assumption that the related category of the Group 1 Loans prepay at a specified rate,
- the yield to maturity of the Certificate giving effect to the prepayment assumption, and
- events (including actual prepayments) that have occurred prior to the end of the accrual period.

Each beneficial owner of a Certificate of the 1-A-IO or 1-A-PO Class determines its yield to maturity based on its purchase price. For a particular beneficial owner of a Certificate of the 1-A-IO or 1-A-PO Class, it is not clear whether the prepayment assumption used for calculating OID would be one determined at the time that Certificate is acquired or would be the original prepayment assumption for that Certificate. For information reporting purposes, we will use the original yield to maturity of that Certificate, calculated based on the original prepayment assumption. You should consult your own tax advisor regarding the proper method for accruing OID on a Certificate of the 1-A-IO or 1-A-PO Class.

The Code requires that the prepayment assumption be determined in the manner prescribed in Treasury regulations. To date, no such regulations have been promulgated. For information reporting purposes, we will assume a prepayment assumption equal to 25% CPR for the Group 1 Loans. We make no representation, however, that the related category of Group 1 Loans will prepay at that rate or any other rate. You must make your own decision as to the appropriate prepayment assumption to be used in deciding whether or not to purchase a Certificate of the 1-A-IO or 1-A-PO Class.

The 1-A-1, 1-A-2, 1-A-3 and 3-A Classes

Interest paid on a Certificate of the 1-A-1, 1-A-2, 1-A-3 or 3-A Class is taxable as ordinary interest income. A beneficial owner of a Certificate of the 1-A-1, 1-A-2, 1-A-3 or 3-A Class must report this income when it accrues or is paid, consistent with the beneficial owner's method of accounting.

A beneficial owner that acquires a Certificate of the 1-A-1, 1-A-2, 1-A-3 or 3-A Class for less than its principal amount generally has market discount in the amount of the difference between the principal amount and the beneficial owner's basis in that certificate. In general, three consequences arise if a beneficial owner acquires an interest in a Certificate of the 1-A-1, 1-A-2, 1-A-3 or 3-A Class with market discount. First, the beneficial owner must treat any principal payment with respect to that certificate as ordinary income to the extent of the market discount that accrued while the beneficial owner held an interest in that Certificate. Second, the beneficial owner must treat gain on the disposition or retirement of that Certificate as ordinary income under the circumstances discussed below under *"—Sales and Other Dispositions of Certificates of the Group 1 and Group 3 Classes."* Third, if the beneficial owner incurs or continues indebtedness to acquire that Certificate the beneficial owner may be required to defer the deduction of all or a portion of the interest on the indebtedness until the corresponding amount of market discount is included in income. Alternatively, a beneficial owner may elect to include market discount in income on a current basis as it accrues, in which case the three consequences discussed above will not apply. If a beneficial owner makes this election, the beneficial owner must also apply the election to all debt instruments acquired by the beneficial owner on or after the beginning of the first taxable year to which the election applies. A beneficial owner may revoke the election only with the consent of the IRS.

A beneficial owner of a Certificate of the 1-A-1, 1-A-2, 1-A-3 or 3-A Class must determine the amount of accrued market discount for a period using a straight line method, based on the maturity of that Certificate, unless the beneficial owner elects to determine accrued market discount using a constant yield method. The IRS has authority to provide regulations for determining the accrual of market discount in the case of debt instruments that provide for more than one principal payment, but has not yet issued such regulations. In addition, the legislative history of the Tax Reform Act of 1986 states that market discount on certain types of debt instruments may be treated as accruing in proportion to remaining accruals of OID, if any, or if none, in proportion to remaining distributions of interest. You should consult your own tax advisors regarding the method a beneficial owner should use to determine accrued market discount.

Notwithstanding the above rules, market discount on a Certificate of the 1-A-1, 1-A-2, 1-A-3 or 3-A Class is considered to be zero if the discount is less than 0.25% of the principal balance of that Certificate multiplied by the number of complete years from the date the beneficial owner acquires that Certificate to the maturity of that Certificate ("*de minimis* market discount"). The IRS has authority to provide regulations to adjust the computation of *de minimis* market discount in the case of debt instruments that provide for more than one principal payment, but has not yet issued such regulations. The IRS could assert, nonetheless, that *de minimis* market discount should be calculated using the remaining weighted average life of that certificate rather than its final maturity. You should consult your own tax advisors regarding the ability to compute *de minimis* market discount based on the final maturity of the 1-A-1, 1-A-2, 1-A-3 and 3-A Classes.

If a beneficial owner acquires a Certificate of the 1-A-1, 1-A-2, 1-A-3 or 3-A Class for more than its principal amount, the beneficial owner generally will have premium with respect to that Certificate in the amount of the excess. In that event, the beneficial owner may elect to treat such premium as "amortizable bond premium." If the election is made, a beneficial owner must also apply the election to all debt instruments the interest on which is not excludible from gross income ("fully taxable bonds") held by the beneficial owner at the beginning of the first taxable year to which the election applies and to all fully taxable bonds thereafter acquired by the beneficial owner. A beneficial owner may revoke the election only with the consent of the IRS.

If a beneficial owner makes this election, the beneficial owner reduces the amount of any interest payment that must be included in the beneficial owner's income by the portion of the premium allocable to the period based on the yield to maturity of that Certificate. Correspondingly, a beneficial owner must reduce its basis in that Certificate by the amount of premium applied to reduce any interest income. The amount of premium to be allocated among the interest payments on a Certificate of the 1-A-1, 1-A-2, 1-A-3 or 3-A Class is determined by reference to an equivalent fixed rate debt instrument constructed as of the date the beneficial owner acquires an interest in that Certificate. If a beneficial owner does not elect to amortize premium, (i) the beneficial owner must include the full amount of each interest payment in income, and (ii) the premium must be allocated to the principal distributions on that Certificate and, when each principal distribution is received, a loss equal to the premium allocated to that distribution will be recognized. Any tax benefit from premium not previously recognized will be taken into account in computing gain or loss upon the sale or disposition of that Certificate. See "*—Sales and Other Dispositions of Certificates of the Group 1 and Group 3 Classes.*"

A beneficial owner may elect to include in income its entire return on a Certificate of the 1-A-1, 1-A-2, 1-A-3 or 3-A Class (i.e., the *excess* of all remaining payments to be received on the Certificate *over* the amount of the beneficial owner's basis in that Certificate) based on the compounding of interest at a constant yield. Such an election for a Certificate of the 1-A-1, 1-A-2, 1-A-3 or 3-A Class with amortizable bond premium (or market discount) will result in a deemed election to amortize premium for all the beneficial owner's debt instruments with amortizable bond premium (or to accrue market discount currently for all the beneficial owner's debt instruments with market discount) as discussed above.

Expenses of the Trust

Each beneficial owner of a Certificate of the Group 1 or Group 3 Class will be required to include in income its allocable share of the expenses paid by the Trust, with respect to the Group 1 or Group 3 Loans, as applicable. Each beneficial owner of a Certificate of the Group 1 or Group 3 Class can deduct its allocable share of such expenses as provided in section 162 or section 212 of the Code, consistent with its method of accounting. Fannie Mae intends to allocate expenses to beneficial owners in each monthly period in proportion to the respective amounts of income (including any OID) accrued for each Group 1 or Group 3 Class of Certificates. A beneficial owner's ability to deduct its share of these expenses is limited under section 67 of the Code in the case of (i) estates and trusts, and (ii) individuals owning an interest in a Certificate of the Group 1 or Group 3 Classes directly or through an investment in a "pass-through entity" (other than in connection with such individual's trade or business). Pass-through entities include partnerships, S corporations, grantor trusts, certain limited liability companies and non-publicly offered regulated investment companies, but do not include estates, non-grantor trusts, cooperatives, real estate investment trusts and publicly offered regulated investment companies. Generally, such a beneficial owner can deduct its share of these costs only to the extent that these costs, when aggregated with certain of the beneficial owner's other miscellaneous itemized deductions, exceed 2% of the beneficial owner's adjusted gross income. For this purpose, an estate or nongrantor trust computes adjusted gross income in the same manner as in the case of an individual, except that deductions for administrative expenses of the estate or trust that would not have been incurred if the property were not held in the trust or estate are treated as allowable in arriving at adjusted gross income. In addition, section 68 of the Code may provide for certain limitations on certain itemized deductions otherwise allowable for a beneficial owner who is an individual. Further, a beneficial owner may not be able to deduct any portion of these costs in computing its alternative minimum tax liability.

Sales and Other Dispositions of Certificates of the Group 1 and Group 3 Classes

Upon the sale, exchange or other disposition of a Certificate of the Group 1 or Group 3 Class, a beneficial owner generally will recognize gain or loss equal to the difference between the amount realized upon the disposition and the beneficial owner's adjusted basis in that Certificate. The adjusted basis of a Certificate of the Group 1 or Group 3 Class generally will equal the cost of that Certificate to the beneficial owner, increased by any amounts of OID and market discount included in the beneficial owner's gross income with respect to that Certificate, and reduced by distributions on that Certificate previously received by the beneficial owner as principal (or as amounts constituting stated redemption price at maturity in the case of a Certificate of the 1-A-IO or 1-A-PO Class) and by any premium that has reduced the beneficial owner's interest income with respect to that Certificate. Any such gain or loss generally will be capital gain or loss, except (i) as provided in section 582(c) of the Code (which generally applies to banks) or (ii) to the extent any gain represents OID or accrued market discount not previously included in income (to which extent such gain would be treated as ordinary income). Any capital gain (or loss) recognized upon the sale, exchange or other disposition of a Certificate of the Group 1 or Group 3 Class will be long-term capital gain (or loss) if at the time of disposition the beneficial owner held that Certificate for more than one year. The ability to deduct capital losses is subject to limitations.

Special Tax Attributes of Certificates of the Group 1 and Group 3 Classes

A Certificate of the Group 1 and Group 3 Classes may not constitute:

- a "real estate asset" within the meaning of section 856(c)(5)(B) of the Code,
- a "qualified mortgage" within the meaning of section 860G(a)(3) of the Code or a "permitted investment" within the meaning of section 860G(a)(5) of the Code, or
- an asset described in section 7701(a)(19)(c)(ix) of the Code.

In addition, distributions of interest may not constitute income described in section 856(c)(3)(B) of the Code with respect to a real estate investment trust. As a result, Certificates of the Group 1 and Group 3 Classes may not be a suitable investment for real estate investment trusts and generally will not be a suitable investment for REMICs.

Modifications of FHA/VA Loans

FHA/VA Loans that are in default (or FHA/VA Loans for which a default is reasonably foreseeable) may be modified. If a modification is a "significant modification" under section 1001 of the Code, the Trust will be deemed to have exchanged the old unmodified FHA/VA Loan for the new modified FHA/VA Loan. Gain or loss may be recognized by beneficial owners of the Certificates of the Group 1 and Group 3 Classes, as applicable, upon such exchange. Information will be made available to assist Holders in determining their share of any gain or loss due to a significant modification of an FHA/VA Loan or to enable Holders to make such information available to beneficial owners or other financial intermediaries for which Holders hold Certificates as nominees.

Information Reporting and Backup Withholding for Certificates of the Group 1 and Group 3 Classes

Within a reasonable time after the end of each calendar year, we will furnish or make available to each Holder of a Certificate of the Group 1 and Group 3 Classes that received a distribution on that Certificate during that year a statement setting forth such information as is required by the Code or Treasury Regulations and such other information as we deem necessary or desirable to assist Holders in preparing their federal income tax returns, or to enable Holders to make such information available to beneficial owners or other financial intermediaries for which the Holders hold Certificates as nominees.

Payments of interest and principal, as well as payments of proceeds from the sale of Certificates of the Group 1 and Group 3 Classes, may be subject to the "backup withholding tax" under section 3406 of the Code if recipients of the payments fail to furnish to the payor certain information, including their taxpayer identification numbers, or otherwise fail to establish an exemption from this tax. Any amounts deducted and withheld from a payment to a recipient would be allowed as a credit against the recipient's federal income tax. The IRS may impose certain penalties on a recipient of payments required to supply information who does not do so in the proper manner.

Foreign Investors in Certificates of the Group 1 and Group 3 Classes

Additional rules apply to a beneficial owner of a Certificate of the Group 1 and Group 3 Classes that is not a U.S. Person (a "Non-U.S. Person"). The term "U.S. Person" means:

- a citizen or resident of the United States,
- a corporation, partnership or other entity created or organized in or under the laws of the United States or any of its political subdivisions,
- an estate the income of which is subject to U.S. federal income tax regardless of the source of its income, or
- a trust if a court within the United States can exercise primary supervision over its administration and at least one U.S. Person has the authority to control all substantial decisions of the trust.

Payments on a Certificate of the Group 1 and Group 3 Classes to, or on behalf of, a beneficial owner that is a Non-U.S. Person generally will be exempt from U.S. federal income and withholding taxes, provided the following conditions are satisfied:

- the beneficial owner is not subject to U.S. tax as a result of a connection to the United States other than ownership of that Certificate,
- the beneficial owner signs a statement under penalties of perjury that certifies that the beneficial owner is a Non-U.S. Person, and provides for the name and address of the beneficial owner, and
- the last U.S. Person in the chain of payment to the beneficial owner receives the statement from the beneficial owner or a financial institution holding on its behalf and does not have actual knowledge that the statement is false.

You should be aware that the IRS might take the position that this exemption does not apply to a beneficial owner that also owns 10% or more of the voting stock of Fannie Mae, or to a beneficial owner that is a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code.

REMIC Elections and Special Tax Attributes for the Group 2 Classes

We will elect to treat the Upper Tier REMIC and the Lower Tier REMIC as REMICs under the Code. Qualification as a REMIC requires ongoing compliance with certain conditions. Dewey Ballantine LLP, special tax counsel to Fannie Mae, will deliver its opinion to Fannie Mae that, assuming compliance with the Trust Agreement, the Upper Tier REMIC and the Lower Tier REMIC will be treated as REMICs for federal income tax purposes. The REMIC Certificates (other than the R and RL Classes and the rights of the holder of the Class 2-A-F certificate to receive Net WAC Carryover Amounts) will be designated as the "regular interests" in the Upper Tier REMIC (each a "Regular Certificate" and, together, the "Regular Certificates") and the R Class will be designated as the "residual interest" in the Upper Tier REMIC. The Lower Tier Regular Interests will be designated as the "regular interests" in the Lower Tier REMIC and the RL Class will be designated as the "residual interest" in the Lower Tier REMIC (together with the R Class the "Residual Certificates").

The Upper Tier REMIC will be taxed as if it had issued two regular interests, one corresponding to each of the 2-A-F and 2-A-S Classes. Each of these regular interests will be entitled to receive interest and principal payments at the times and in the amounts equal to those made to the Class to which it corresponds, except that the interest rate on the 2-A-F Class will be determined without regard to the Net WAC Carryover Amount. A beneficial owner of a 2-A-F Class Certificate will be treated for federal income tax purposes as the beneficial owner of a pro rata interest in the corresponding regular interest. Any excess of the amount of interest actually payable to a 2-A-F Class Certificate over the amount of interest payable on the corresponding regular interest will be deemed to have been received pursuant to a notional principal contract as discussed below. See "*—Taxation of the Net WAC Carryover Amounts*" below.

Because the Upper Tier REMIC and the Lower Tier REMIC will qualify as REMICs, the Regular and Residual Certificates will be "regular or residual interests in a REMIC" within the meaning of section 7701(a)(19)(C)(xi) of the Code and "real estate assets" within the meaning of section 856(c)(5)(B) of the Code. If at any time during a calendar year less than 95% of the assets of the Lower Tier REMIC consist of "real estate assets," then the portion of the Regular and Residual Certificates that are qualifying assets under section 856(c)(5)(B) of the Code during the calendar year may be limited to the portion of the assets of the Lower Tier REMIC that are "real estate assets." Similarly, income on the Regular and Residual Certificates will be treated as "interest on obligations secured by mortgages on real property" within the meaning of section 856(c)(3)(B) of the Code, subject to the same limitation as set forth in the preceding sentence. In general, a Group 2 Loan will be a "qualified mortgage" if the Mortgage Loan, is "principally secured by an interest in real property" within the meaning of section 860G(a)(3) of the Code. The assets of the Lower Tier REMIC will include, in addition to the Group 2 Loans, payments on the Mortgage Loans held pending distribution on the Regular and Residual Certificates and any reinvestment income thereon.

Regular and Residual Certificates held by a financial institution (as referred to in section 582(c)(2) of the Code) will be treated as evidences of indebtedness for purposes of section 582(c)(1) of the Code. Regular Certificates will also be "qualified mortgages" within the meaning of section 860G(a)(3) of the Code with respect to other REMICs.

Except as provided below, a beneficial owner of a 2-A-F Class Certificate will be treated

- as holding an undivided interest in a REMIC regular interest, and
- as having entered into a notional principal contract.

Consequently, each beneficial owner of a 2-A-F Class Certificate will be required to report its pro rata share of income accruing with respect to the corresponding REMIC regular interest, as discussed under "*—Taxation of Beneficial Owners of Regular Certificates*" below. In addition, each beneficial owner of a 2-A-F Class Certificate will be required to report its pro rata share of net income with respect to the notional principal contract and will be permitted to recognize its share of a net deduction with respect to the notional principal contract, subject to the discussions under "*—Taxation of the Net WAC Carryover Amounts*" below. You should consult your own tax advisor regarding the consequences to you in light of your particular circumstances of taxing separately the two components comprising each 2-A-F Class Certificate (that is, the corresponding REMIC regular interest and the notional principal contract).

Allocations

A beneficial owner of a 2-A-F Class Certificate must allocate its cost to acquire that Certificate between the corresponding REMIC regular interest and the notional principal contract based on their relative fair market values. When a beneficial owner of a 2-A-F Class Certificate sells or disposes of the Certificate, the beneficial owner must allocate the sale proceeds between the corresponding REMIC regular interest and notional principal contract based on their relative fair market values and must treat the sale or other disposition of the Certificate as a sale or other disposition of a pro rata portion of the corresponding REMIC regular interest and the notional principal contract.

We intend to report income and expense with respect to the 2-A-F Class Certificates as if the notional principal contract corresponding to the Certificate had only a nominal value, relative to the value of the corresponding REMIC regular interest, as of the Settlement Date. See "*—Taxation of the Net WAC Carryover Amounts*" below. The notional principal contract is difficult to value, and the Internal Revenue Service (IRS) could assert that the value of the notional principal contract as of the Settlement Date is greater (or perhaps, less) than the value we will use for information reporting purposes. If, for example, the IRS were to assert successfully that the notional principal contract corresponding to the Class had a higher value as of the Settlement Date, a greater portion of the purchase price for the Class would be allocated to the notional principal contract and a lesser portion would be allocated to the corresponding REMIC regular interest, which could result in differences in the beneficial owner's timing and character of income, gains, deductions and losses with respect to that Class. See "*—Taxation of Beneficial Owners of Regular Certificates*" and "*—Taxation of the Net WAC Carryover Amounts*" below. You therefore should consider the tax consequences to you if the IRS were to assert a different value for the notional principal contract corresponding to the 2-A-F Class.

Tax Attributes

Although the 2-A-F Class Certificates will represent beneficial ownership in REMIC regular interests, which are afforded certain tax attributes under the Code (see "*—REMIC Elections and Special Tax Attributes for the Group 2 Classes*" above), the interest in the corresponding notional principal contract represented by a 2-A-F Class Certificate will not constitute:

- a "real estate asset" within the meaning of section 856(c)(5)(B) of the Code,
- a "qualified mortgage" within the meaning of section 860G(a)(3) of the Code or a "permitted investment" within the meaning of section 860G(a)(5) of the Code, or
- an asset described in section 7701(a)(19)(C)(xi) of the Code.

Income received under the notional principal contract will not constitute income described in section 856(c)(3)(B) with respect to a real estate investment trust.

Taxation of Beneficial Owners of Regular Certificates

For federal income tax purposes, the Regular Certificates will be treated as debt instruments issued by a REMIC on the date the Certificates are first sold to the public (the "Settlement Date") and not as ownership interests in the Trust or its assets. Interest, original issue discount and market discount with respect to a Regular Certificate will represent ordinary income to the beneficial owner of the Certificate (a "Regular Owner"). A Regular Owner must report interest on a Regular Certificate using an accrual method of accounting, regardless of whether it otherwise reports income using a cash method of accounting. Rules regarding original issue discount and market discount are discussed below.

Treatment of Original Issue Discount

The 2-A-S Class will, and the regular interest corresponding to the 2-A-F Class may be, issued with "original issue discount" ("OID") within the meaning of section 1273(a) of the Code. A Regular Owner must include in gross income the sum of the "daily portions" of OID on its Regular Certificate for each day during its taxable year on which it held the Certificate, generally in advance of receipt of the cash attributable to that income. We will supply to Holders, brokers and middlemen information with respect to the original issue discount accruing on the Regular Certificates. We will supply this information at the time and in the manner required by the Internal Revenue Service (the "IRS").

Definition of Original Issue Discount

In general, a Regular Certificate will be considered to be issued with OID equal to the excess, if any, of its "stated redemption price at maturity" over its "issue price." The issue price of a Regular Certificate is the initial price at which a substantial amount of the Regular Certificates was sold. The issue price also includes any accrued interest attributable to the period before the Settlement Date. The stated redemption price at maturity of a Regular Certificate generally is its stated principal amount, plus an amount equal to the excess (if any) of the interest payable on the first Distribution Date over the interest that accrues for the period from the Settlement Date to the first Distribution Date. The stated redemption price at maturity of the 2-A-S Class, however, is equal to the sum of all distributions to be made under that Regular Certificate.

Notwithstanding the general definition, OID on a Regular Certificate will be treated as zero if the discount is less than 0.25% of the stated redemption price at maturity of the Certificate multiplied by its weighted average life. The weighted average life of a Regular Certificate is apparently computed for this purpose as the sum, for all distributions included in the stated redemption price at maturity of the Certificate, of the amounts determined by multiplying (i) the number of complete years (rounding down for partial years) from the Settlement Date until the date on which each such distribution is expected to be made under the assumption that the mortgage loans backing the related underlying securities prepay at a specified rate by (ii) a fraction, the numerator of which is the amount of such distribution and the denominator of which is the Regular Certificate's stated redemption price at maturity. If OID is treated as zero under this rule, the actual amount of OID must be allocated to the principal distributions on the Regular Certificate and, when each principal distribution is received, gain equal to the discount allocated to that distribution will be recognized. The prepayment assumption that will be used in determining the rate of accrual of OID with respect to the Group 2 Classes is 25% CPR.

See "Description of the Certificates—Structuring Assumptions—*Prepayment Assumptions*" in this prospectus.

Daily Portions of Original Issue Discount

For Regular Certificates considered to be issued with OID, the daily portions of OID will be determined as follows. A calculation will first be made of the portion of OID that accrued during each "accrual period." OID accruing during any accrual period will then be allocated ratably to each day during the period to determine the daily portion of OID.

Final regulations issued by the Treasury Department relating to the tax treatment of debt instruments with OID (the "OID Regulations") provide that for purposes of measuring the accrual of OID on a debt instrument, a holder of the debt instrument may use an accrual period of any length, up to one year, as long as each distribution of principal or interest occurs on either the final day or the first day of an accrual period. We will report OID based on accrual periods of one month, beginning on a Distribution Date and ending on the day before the next Distribution Date.

The portion of OID treated as accruing for any accrual period will equal the excess, if any, of

(i) the sum of (A) the present values of all the distributions remaining to be made on the Regular Certificate, if any, as of the end of the accrual period and (B) the distribution made on the Certificate during the accrual period of amounts included in the stated redemption price at maturity, over

(ii) the adjusted issue price of the Certificate at the beginning of the accrual period.

The present value of the remaining distributions will be calculated based on the following:

- the yield to maturity of the Regular Certificate, calculated as of the Settlement Date, giving effect to the applicable prepayment assumption,
- events (including actual prepayments) that have occurred prior to the end of the accrual period, and
- the prepayment assumption.

The adjusted issue price of a Regular Certificate at any time will equal the issue price of the Regular Certificate, increased by the aggregate amount of previously accrued OID with respect to the Regular Certificate, and reduced by the amount of any distributions made on the Certificate as of that time of amounts included in the stated redemption price at maturity.

The Code requires that the prepayment assumption be determined in the manner prescribed in Treasury regulations. To date, no such regulations have been promulgated. The legislative history of this Code provision indicates that the regulations will provide that the assumed prepayment rate must be the rate used by the parties in pricing the particular transaction. Fannie Mae believes that the prepayment assumption described above is consistent with this standard. Fannie Mae makes no representation, however, that the Group 2 Loans will prepay at the applicable rate reflected in the prepayment assumptions described above or at any other rate. Each investor must make its own decision as to the appropriate prepayment assumption to be used in deciding whether or not to purchase any of the Regular or Residual Certificates. See ''Description of the Certificates—Maturity Considerations and Final Distribution Date'' and ''—Decrement Tables'' in this prospectus.

Subsequent Holders' Treatment of Original Issue Discount

If a Regular Certificate is issued with OID and a subsequent holder purchases the Regular Certificate at a cost of less than its remaining stated redemption price at maturity, that holder also will be required to include in income the daily portion of OID with respect to the Regular Certificate for each day it holds the Regular Certificate. If the cost of the Regular Certificate to the subsequent holder exceeds the adjusted issue price of the Regular Certificate, however, the holder can reduce the daily accruals by an amount equal to the product of (i) the daily portion and (ii) a constant fraction. The numerator of the constant fraction is the excess of the purchase price over the adjusted issue price of the Regular Certificate, and the denominator is the sum of the daily portions of OID on the Regular Certificate for all days on or after the day of purchase.

Regular Certificates Purchased at a Premium

If a Regular Owner purchases a Regular Certificate for an amount (net of accrued interest) greater than its remaining stated redemption price at maturity, the Owner will have premium with respect to the Regular Certificate (a ''Premium Certificate'') in the amount of the excess. Such a purchaser need not include in income any remaining OID and may elect, under section 171(c)(2) of the Code, to treat the premium as ''amortizable bond premium.''

If a Regular Owner makes this election, the amount of any interest payment that must be included in the Regular Owner's income for each period ending on a Distribution Date will be reduced by the portion of the premium allocable to the period based on the Premium Certificate's yield to maturity. In addition, the legislative history of the Tax Reform Act of 1986 states that premium should be amortized under principles analogous to those governing the accrual of market discount (as discussed below under ''—Regular Certificates Purchased with Market Discount''). The election will also apply to all bonds (as well as all REMIC regular interests) the interest on which is not excludible from gross income (''fully taxable bonds'') held by the Regular Owner at the beginning of the first taxable year to which the election applies and to all fully taxable bonds thereafter acquired by it. A Regular Owner may revoke the election only with the consent of the IRS.

If the election is not made, (i) a Regular Owner must include the full amount of each interest payment in income as it accrues, and (ii) the premium must be allocated to the principal distributions on the Premium Certificate and, when each principal distribution is received, a loss equal to the premium allocated to the distribution will be recognized. Any tax benefit from the premium not previously recognized will be taken into account in computing gain or loss upon the sale or disposition of the Premium Certificate.

Regular Certificates Purchased with Market Discount

A Regular Owner that purchases a Regular Certificate at a price that is less than the remaining stated redemption price at maturity of the Regular Certificate (or in the case of a Regular Certificate issued with OID, less than the adjusted issue price of the Regular Certificate) has market discount with respect to the Regular Certificate in the amount of the difference. In general, three consequences arise if a Regular Owner acquires a Regular Certificate with market discount. First, the Regular Owner must treat any principal payment with respect to a Regular Certificate acquired with market discount as ordinary income to the extent of the market discount that accrued while the Regular Owner held the Certificate. Second, the Regular Owner must treat gain on the disposition or retirement of such a Certificate as ordinary income under the circumstances discussed below under "—Sales and Other Dispositions of Regular Certificates." Third, a Regular Owner that incurs or continues indebtedness to acquire a Regular Certificate at a market discount may be required to defer the deduction of all or a portion of the interest on the indebtedness until the corresponding amount of market discount is included in income. Alternatively, a Regular Owner may elect to include market discount in income on a current basis as it accrues, in which case the three consequences discussed above will not apply. If a Regular Owner makes this election, the Regular Owner must also apply the election to all debt instruments the Regular Owner acquires on or after the beginning of the first taxable year to which the election applies. A Regular Owner may revoke the election only with the consent of the IRS.

The legislative history to the Tax Reform Act of 1986 states that market discount on a Regular Certificate may be treated as accruing in proportion to remaining accruals of OID, if any, or, if none, in proportion to remaining distributions of interest on a Regular Certificate. A beneficial owner may instead elect to determine the accrual of market discount under a constant yield method. We will make available to Holders information necessary to compute the accrual of market discount, in the manner and form as required by the IRS.

Notwithstanding the above rules, market discount on a Regular Certificate will be considered to be zero if the discount is less than 0.25% of the remaining stated redemption price at maturity of the Certificate multiplied by its weighted average remaining life. Weighted average remaining life presumably would be calculated in a manner similar to weighted average life, taking into account payments (including prepayments) prior to the date of acquisition of the Regular Certificate by the subsequent purchaser. If market discount on a Regular Certificate is treated as zero under this rule, the actual amount of market discount must be allocated to the remaining principal distributions on the Regular Certificate and, when each principal distribution is received, gain equal to the discount allocated to that distribution will be recognized.

Special Election

For any Regular Certificate acquired on or after April 4, 1994, the OID Regulations permit a Regular Owner to elect to include in gross income all "interest" that accrues on the Regular Certificate by using a constant yield method. For purposes of the election, the term "interest" includes stated interest, acquisition discount, OID, *de minimis* OID, market discount, *de minimis* market discount and unstated interest, as adjusted by any amortizable bond premium or acquisition premium. You should consult your own tax advisor regarding the time and manner of making and the scope of the election and the implementation of the constant yield method.

Sales and Other Dispositions of Regular Certificates

Upon the sale, exchange, retirement or other disposition of a Regular Certificate, the beneficial owner generally will recognize gain or loss equal to the difference between the amount realized upon the disposition and the beneficial owner's adjusted basis in the Certificate. In addition, the Code requires the recognition of gain upon the "constructive sale of an appreciated financial position." In general, a constructive sale of an appreciated financial position occurs if a taxpayer enters into certain transactions or series of transactions with respect to a financial instrument that have the effect of substantially eliminating the taxpayer's risk of loss and opportunity for gain with respect to the financial instrument. These provisions only apply to Certificates of the 2-A-S Class.

The adjusted basis of a Regular Certificate generally will equal the cost of the Regular Certificate to the beneficial owner, increased by any OID or market discount included in the beneficial owner's gross income with respect to the Regular Certificate and reduced by distributions previously received by the beneficial owner of amounts included in the Regular Certificate's stated redemption price at maturity and by any premium that has reduced the beneficial owner's interest income with respect to the Regular Certificate.

The gain or loss, if any, will be capital gain or loss, provided the Regular Certificate is held as a "capital asset" (generally, property held for investment) within the meaning of section 1221 of the Code and none of the following apply. First, gain that might otherwise be capital gain will be treated as ordinary income to the extent that the gain does not exceed the excess, if any, of (i) the amount that would have been includible in the income of the Regular Owner had income accrued at a rate equal to 110% of the "applicable Federal rate" (generally, an average of current yields on Treasury securities) as of the date of purchase over (ii) the amount actually includible in the Regular Owner's income. Second, gain recognized by a Regular Owner who purchased a Regular Certificate at a market discount will be taxable as ordinary income in an amount not exceeding the portion of the market discount that accrued during the period the Regular Certificate was held by the Regular Owner, reduced by any market discount includible in income under the rules described above under "—Regular Certificates Purchased with Market Discount." Third, any gain or loss resulting from a sale or exchange described in section 582(c) of the Code (which generally applies to banks) will be taxable as ordinary income or loss.

Termination

In general, no special tax consequences will apply to a Regular Owner upon the termination of the Upper Tier REMIC by virtue of the final payment or liquidation of the last Mortgage Loan remaining in the Lower Tier REMIC.

Taxation of the Net WAC Carryover Amounts

The beneficial owners of a 2-A-F Class Certificate will be treated as having entered into a "notional principal contract" within the meaning of Regulations promulgated under section 446 of the Code (the "NPC Regulations") with respect to its acquisition of the right to receive the payments on the Cap Contract. Pursuant to this notional principal contract, a beneficial owner of a 2-A-F Class Certificate will be treated as agreeing to pay a premium for such right. A beneficial owner of a 2-A-F Class Certificate will be treated as having entered into the related notional principal contract on the date the beneficial owner acquires the Certificate.

Treatment of Payments under the Cap Contract

Under the NPC Regulations, the premium that is deemed to have been paid for the Cap Contract must be amortized over the life of the 2-A-F Class, taking into account the declining balance of that Class. For information reporting purposes, we intend to amortize the premium under a constant yield method, similar to that used to amortize OID. You should consult your tax advisor regarding the method for amortizing this premium.

Any payment received by the 2-A-F Class pursuant to the Cap Contract will be treated as a periodic payment under the NPC Regulations. To the extent that the periodic payments for any year exceed the amount of the premium amortized in that year, such excess shall represent net income for that year. Conversely, to the extent that the amount of the premium amortized in any year exceeds the periodic payments for that year, such excess shall represent a net deduction for that year. Although not clear, net income or a net deduction should be treated as ordinary income or as an ordinary deduction.

A beneficial owner's ability to recognize a net deduction with respect to the Cap Contract is limited under section 67 of the code in the case of (i) estates and trusts, and (ii) individuals owning an interest in a 2-A-F Class Certificate directly or through an investment in a "pass-through entity" (other than in connection with such individual's trade or business). Pass-through entities include partnerships, S corporations, grantor trusts, certain limited liability companies, and non-publicly offered regulated investment companies, but do not include estates, nongrantor trusts, cooperatives, real estate investment trusts and publicly offered regulated investment companies. Generally, such a beneficial owner can recognize a net deduction only to the extent that these costs, when aggregated with certain of the beneficial owner's other miscellaneous itemized deductions, exceed 2% of the beneficial owner's adjusted gross income. For this purpose, an estate or nongrantor trust computes adjusted gross income in the same manner as in the case of an individual, except that deductions for administrative expenses of the estate or trust that would not have been incurred if the property were not held in such trust or estate are treated as allowable in arriving at adjusted gross income. In addition, section 68 of the Code may provide for certain limitations on itemized deductions otherwise allowable for a beneficial owner who is an individual. Further, such a beneficial owner may not be able to recognize a net deduction with respect to the Cap Contract in computing the beneficial owner's alternative minimum tax liability.

Disposition of the Cap Contract

Any amount that is considered to be allocated to the Cap Contract in connection with the sale or other disposition of a 2-A-F Class Certificate as described under "*—Allocations*" above will be considered a "termination payment" under the NPC Regulations. Under the NPC Regulations, a beneficial owner of a 2-A-F Class Certificate will have gain or loss from the disposition of the Cap Contract equal to (i) the sum of the unamortized portion of any premium received or deemed to have been received by the beneficial owner upon entering into the Cap Contract and any termination payment it receives or is deemed to have received, less (ii) the sum of the unamortized portion of any premium paid or deemed to have been paid by the beneficial owner upon entering into the Cap Contract and any termination payment it makes or is deemed to have made. The gain or loss should be capital gain or loss, provided the Cap Contract is a capital asset to the beneficial owner. The ability to deduct capital losses is subject to limitations.

Taxation of Beneficial Owners of a Residual Certificate

Amounts Paid to a Transferee of a Residual Certificate

The Treasury Department recently issued Regulations providing that, to clearly reflect income, an inducement fee paid to a transferee of a noneconomic residual interest in a REMIC must be included in income over a period that is reasonably related to the period during which the applicable REMIC is expected to generate taxable income or net loss allocable to the transferee. The Regulations set forth two safe harbor methods under which a taxpayer's accounting for the inducement fee will be considered to clearly reflect income for these purposes. In addition, under the Regulations an inducement fee shall be treated as income from sources within the United States. The Regulations, which are effective for taxable years ending on or after May 11, 2004, contain additional details regarding their application. You should consult your own tax advisor regarding the application of the Regulations to the transfer of a Residual Certificate.

Daily Portions

Except as indicated below, a beneficial owner of a Residual Certificate (a "Residual Owner") generally will be required to report its daily portion of the taxable income or net loss of the related REMIC for each day during a calendar quarter that the Residual Owner owns the Residual Certificate. For this purpose, the daily portion is determined by allocating to each day in the calendar quarter its ratable portion of the taxable income or net loss of the related REMIC for the quarter and then allocating that amount among the Residual Owners in accordance with their percentage interests on that day. Daily portions of income or loss allocated to a Residual Owner will be treated as ordinary income or loss. A Residual Owner must continue to report its daily portion of the taxable income or net loss of the related REMIC until no Certificates of any Class are outstanding, even though the Residual Owner may have received full payment of any stated interest and principal on the Residual Certificate.

Taxable Income or Net Loss of the REMICs

The taxable income or net loss of the Upper Tier REMIC and Lower Tier REMIC will be the income from the "qualified mortgages" they hold and any reinvestment earnings less deductions allowed to the related REMIC. In general, a Group 2 Loan will be a "qualified mortgage" if the Group 2 Loan is "principally secured by an interest in real property" within the meaning of section 860G(a)(3) of the Code.

The taxable income or net loss for a given calendar quarter will be determined in the same manner as for an individual having the calendar year as the taxable year and using the accrual method of accounting, with the following modifications and limitations:

- For the Upper Tier REMIC, a deduction will be allowed for accruals of interest (including any OID, but without regard to the investment interest limitation in section 163(d) of the Code) on the Regular Certificates (but not the R Certificate).
- Market discount equal to any excess of the total Stated Principal Balances of the qualified mortgages over the related REMIC's basis in these mortgages generally will be included in income by the related REMIC as it accrues under a constant yield method, taking into account the prepayment assumption described above.
- If the related REMIC is treated as having acquired qualified mortgages at a premium, the premium also will be amortized using a constant yield method.
- No item of income, gain, loss or deduction allocable to a prohibited transaction (see "*—Taxes on the REMICs*—Prohibited Transactions" below) will be taken into account.
- The REMICs generally may not deduct any item that would not be allowed in calculating the taxable income of a partnership by virtue of section 703(a)(2) of the Code.
- The limitation on miscellaneous itemized deductions imposed on individuals by section 67 of the Code will not be applied at the REMIC level to any administrative fees, such as servicing and guaranty fees. (See, however, "—Pass-Through of Servicing and Guaranty Fees to Individuals" below.)
- No deduction is allowed for any expenses incurred in connection with the formation of the REMICs and the issuance of the Regular and Residual Certificates.
- Any gain or loss to the related REMIC from the disposition of any asset, including a qualified mortgage or "permitted investment" as defined in section 860G(a)(5) of the Code), will be treated as ordinary gain or loss.

The Upper Tier REMIC's basis in its assets is the aggregate of the issue prices of all the Regular and Residual Certificates in the REMIC constituted by the Upper Tier REMIC on the Settlement Date. If, however, the amount sold to the public of any Class of Regular or Residual Certificates is not substantial, then the fair market value of all the Regular or Residual Certificates in that Class as of the date of this prospectus should be substituted for the issue price. If the deductions allowed to a REMIC exceed its gross income for a calendar quarter, the excess will be a net loss for the REMIC for that calendar quarter.

A Residual Owner may be required to recognize taxable income without being entitled to receive a corresponding amount of cash. This could occur, for example, if mortgage loans are considered to be purchased by a REMIC at a discount, some or all of the regular certificates are issued at a discount, and the discount included as a result of a prepayment on a mortgage loan that is used to pay principal on the regular certificates exceeds the REMIC's deduction for unaccrued original issue discount relating to the regular certificates. Taxable income of a REMIC may also be greater in earlier years because interest expense deductions, expressed as a percentage of the outstanding principal amount of the regular certificates, may increase over time as the earlier classes of regular certificates are paid, whereas interest income of a REMIC from each mortgage loan, expressed as a percentage of the outstanding principal amount of that mortgage loan, may remain constant over time.

Basis Rules and Distributions

A Residual Owner has an initial basis in the related Residual Certificate equal to the amount paid for the Residual Certificate. The basis is increased by amounts included in the income of the Residual Owner and decreased by distributions and by any net loss taken into account with respect to the Residual Certificate. A distribution on the Residual Certificate to a Residual Owner is not included in gross income to the extent it does not exceed the Residual Owner's basis in the Residual Certificate (adjusted as described above) and, to the extent it exceeds the adjusted basis of the Residual Certificate, is treated as gain from the sale of the Residual Certificate.

A Residual Owner is not allowed to take into account any net loss for a calendar quarter to the extent the net loss exceeds the Residual Owner's adjusted basis in the Residual Certificate for the related REMIC as of the close of that calendar quarter (determined without regard to that net loss). Any loss disallowed by reason of this limitation may be carried forward indefinitely to future calendar quarters and, subject to the same limitation, may be used only to offset income from the Residual Certificate.

Treatment of Excess Inclusions

Any excess inclusions with respect to a Residual Certificate are subject to certain special tax rules. All taxable income with respect to the R and RL Certificates will constitute excess inclusions.

Any excess inclusions cannot be offset by losses from other activities. For Residual Owners that are subject to tax only on unrelated business taxable income (as defined in section 511 of the Code), an excess inclusion of the Residual Owner is treated as unrelated business taxable income. With respect to variable contracts (within the meaning of section 817 of the Code), a life insurance company cannot adjust its reserve to the extent of any excess inclusion, except as provided in regulations. If a Residual Owner is a member of an affiliated group filing a consolidated income tax return, the taxable income of the affiliated group cannot be less than the sum of the excess inclusions attributable to all residual interests in REMICs held by members of the affiliated group. For purposes of the alternative minimum tax, taxable income does not include excess inclusions, the alternative minimum taxable income cannot be less than excess inclusions, and excess inclusions are disregarded in computing the alternative tax net operating loss deduction. For a discussion of the effect of excess inclusions on certain foreign investors that own a Residual Certificate, see "*—Foreign Investors—*Residual Certificates" below.

If a Residual Certificate is held by a real estate investment trust, the aggregate excess inclusions with respect to the Residual Certificate reduced (but not below zero) by the real estate investment trust taxable income (within the meaning of section 857(b)(2) of the Code, excluding any net capital gain) would, under regulations yet to be prescribed, be allocated among the shareholders of the trust in proportion to the dividends received by the shareholders from the trust, and any amount so allocated would be treated as an excess inclusion with respect to the Residual Certificate as if held directly by the shareholder. Similar rules would apply in the case of regulated investment companies, common trust funds and certain cooperatives that hold a Residual Certificate.

Pass-Through of Servicing and Guaranty Fees to Individuals

A Residual Owner who is an individual will be required to include in income a share of the administrative fees of the related REMIC, including the servicing and guaranty fees imposed at the level of the Group 2 Loans. See, for example, "Description of Certificates—Servicing Through Lenders" and "Certain Federal Income Tax Consequences" in our MBS prospectus. A deduction for such fees generally will be allowed to such a Residual Owner only to the extent that such fees, along with certain of the Residual Owner's other miscellaneous itemized deductions, exceed 2% of the Residual Owner's adjusted gross income. In addition, such a Residual Owner may not be able to deduct any portion of such fees in computing the Residual Owner's alternative minimum tax liability. A Residual Owner's share of such fees generally will be determined by (i) allocating the amount of such expenses for each calendar quarter on a *pro rata* basis to each day in the calendar quarter, and (ii) allocating the daily amount among the Residual Owners in proportion to their respective holdings on that day. Similar rules apply in the case of (i) estates and trusts, and (ii) individuals owning an interest in a Residual Certificate through an investment in a "pass-through entity." Pass-through entities include partnerships, S corporations, grantor trusts and non-publicly offered regulated investment companies, but do not include estates, trusts other than grantor trusts, cooperatives, real estate investment trusts and publicly offered regulated investment companies.

Sales and Other Dispositions of a Residual Certificate

Upon the sale, exchange or other disposition of a Residual Certificate, the Residual Owner generally will recognize gain or loss equal to the difference between the amount realized upon the disposition and the Residual Owner's adjusted basis in the Certificate. The adjusted basis of the Residual Certificate is determined as described above under "—Basis Rules and Distributions." Except as provided in section 582(c) of the Code, the gain or loss, if any, will be capital gain or loss, provided the Certificate is held as a capital asset.

If a Residual Owner sells or otherwise disposes of a Residual Certificate at a loss, the loss will not be recognized if, within six months before or after the sale or other disposition of the Residual Certificate, the Residual Owner purchases another residual interest in any REMIC or any interest in a taxable mortgage pool (as defined in section 7701(i) of the Code) comparable to a residual interest in a REMIC. The disallowed loss would be allowed upon the sale or other disposition of the other residual interest (or comparable interest) if the rule referred to in the preceding sentence does not apply to that sale or other disposition. While this rule may be modified by Treasury regulations, no such regulations have yet been published.

Residual Certificate Transferred to or Held by Disqualified Organizations

Section 860E(e) of the Code imposes a substantial tax, payable by the transferor (or, if a transfer is through a broker, nominee, or other middleman as the transferee's agent, payable by that agent) upon any transfer of the Residual Certificate to a "disqualified organization." A transfer includes any transfer of record or beneficial ownership, whether pursuant to a purchase, a default under a secured lending agreement or otherwise. The term "disqualified organization" is defined above under "Description of the Certificates—Special Characteristics of the R and RL Classes" in this prospectus. The transferor of a Residual Certificate (or an agent of the transferee of a Residual Certificate, as the case may be) will be relieved of this tax liability if (i) the transferee furnishes to the transferor (or the transferee's agent) an affidavit that the transferee is not a disqualified organization, and (ii) the transferor (or the transferee's agent) does not have actual knowledge that the affidavit is false at the time of the transfer.

In addition, a tax may be imposed upon a pass-through entity (including a regulated investment company, real estate investment trust, common trust fund, partnership, trust, estate, certain limited liability companies and nominee and certain cooperatives) that owns a Residual Certificate if the pass-through entity has a disqualified organization as a record holder. For this purpose, all interests in an electing large partnership are treated as held by disqualified organizations. No such tax will be imposed on a pass-through entity for a period with respect to an interest therein owned by a disqualified organization if (i) the record holder of the interest furnishes to the pass-through entity an affidavit that it is not a disqualified organization, (ii) during that period, the pass-through entity has no actual knowledge that the affidavit is false and (iii) the entity is not an electing large partnership.

Other Transfers of a Residual Certificate

A transfer of a Residual Certificate that has tax avoidance potential is disregarded for federal income tax purposes if the transferee is not a U.S. Person (a "Non-U.S. Person"), unless the transferee's income from the Certificate is otherwise subject to U.S. income tax. A transfer of a Residual Certificate has tax avoidance potential unless, at the time of the transfer, the transferor reasonably expects that, for each excess inclusion, the related REMIC will pay to the transferee an amount that will equal at least 30% of the excess inclusion, and that each amount will be paid at or after the time at which the excess inclusion accrues and not later than the close of the calendar year following the calendar year of accrual. Certain transfers by a Non-U.S. Person to a U.S. Person or another Non-U.S. Person are also disregarded if the transfer has the effect of allowing the transferor to avoid tax on accrued excess inclusions. See "Description of the Certificates—Special Characteristics of the R and RL Classes" in this prospectus for a discussion of additional provisions applicable to transfers of a Residual Certificate.

Termination

Although the matter is not entirely free from doubt, it appears that a Residual Owner will be entitled to a loss if:

- the related REMIC terminates by virtue of the final payment or liquidation of the last qualified mortgage remaining in the related REMIC and
- the Residual Owner's adjusted basis in the Residual Certificate at the time the termination occurs exceeds the amount of cash distributed to the Residual Owner in liquidation of its interest.

The amount of the loss will equal the amount by which the Residual Owner's adjusted basis exceeds the amount of cash distributed to the Residual Owner in liquidation of its interest.

Taxes on the REMICs

The REMICs will not be subject to federal income tax except with respect to income from prohibited transactions and in certain other instances described below. It is not anticipated that the REMICs will engage in any transactions that will give rise to a tax on the REMICs. Pursuant to its guaranty obligations with respect to the Certificates, Fannie Mae will make distributions on the Certificates without offset or deduction for any tax imposed on the REMICs.

Prohibited Transactions

The Code imposes a tax on a REMIC equal to 100% of the net income derived from "prohibited transactions." In general, the term "prohibited transaction" means the disposition of a qualified mortgage other than pursuant to certain specified exceptions, the receipt of investment income from a source other than a qualified mortgage or certain other permitted investments, the receipt of compensation for services, or the disposition of a "cash flow investment" as defined in section 860G(a)(6) of the Code.

Contributions to a REMIC after the Startup Day

The Code imposes a tax on a REMIC equal to 100% of the value of any property contributed to the REMIC after the "startup day" (generally the same as the Settlement Date). Exceptions are provided for cash contributions to a REMIC if made (i) during the three-month period beginning on the startup day, (ii) to a qualified reserve fund by a holder of a residual interest, (iii) in the nature of a guarantee, or (iv) to facilitate a qualified liquidation or clean-up call.

Net Income from Foreclosure Property

The Code imposes a tax on a REMIC equal to the highest corporate rate on "net income from foreclosure property." The terms "foreclosure property" (which includes property acquired by deed in lieu of foreclosure) and "net income from foreclosure property" are defined by reference to the rules applicable to real estate investment trusts. Generally, foreclosure property would be treated as such until the close of the third taxable year following the taxable year in which the acquisition occurs, with possible extensions. Net income from foreclosure property generally means gain from the sale of foreclosure property that is inventory property and gross income from foreclosure property other than qualifying rents and other qualifying income for a real estate investment trust, net of deductions directly connected with the production of such income.

Reporting and Other Administrative Matters for REMIC Investors

For purposes of the administrative provisions of the Code, each REMIC will be treated as a partnership and the related Residual Owners will be treated as partners in that REMIC. We will prepare, sign and file federal income tax returns for the REMICs, which returns are subject to audit by the IRS. We will also act as the tax matters partner for the REMICs, either as a beneficial owner of a Residual Certificate or as a fiduciary for a Residual Owner. Each Residual Owner, by the acceptance of a Residual Certificate, agrees that we will act as its fiduciary in the performance of any duties required of it in the event that it is the tax matters partner.

Within a reasonable time after the end of each calendar year, we will furnish to each Holder that received a distribution during that year a statement setting forth the portions of any distributions that constitute interest distributions, OID and any other information as is required by Treasury regulations and, with respect to Holders of a Residual Certificate, information necessary to compute the daily portions of the taxable income (or net loss) of the related REMIC for each day during that year.

If there is more than one Residual Owner for a taxable year, each Residual Owner is required to treat items on its return consistently with the treatment on the return of the related REMIC, unless the Residual Owner either files a statement identifying the inconsistency or establishes that the inconsistency resulted from incorrect information received from the REMIC. The IRS may assert a deficiency resulting from a failure to comply with the consistency requirement without instituting an administrative proceeding at the REMIC level.

Backup Withholding for REMIC Investors

Distributions of interest and principal, as well as distributions of proceeds from the sale of Regular and Residual Certificates, may be subject to the "backup withholding tax" under section 3406 of the Code if recipients of the distributions fail to furnish to the payor certain information, including their taxpayer identification numbers, or otherwise fail to establish an exemption from this tax. Any amounts deducted and withheld from a distribution to a recipient would be allowed as a credit against the recipient's federal income tax. Certain penalties may be imposed by the IRS on a recipient of distributions required to supply information who does not do so in the proper manner.

Foreign Investors in REMICs

Regular Certificates

Distributions made on a Regular Certificate to, or on behalf of, a Regular Owner that is a Non-U.S. Person generally will be exempt from U.S. federal income and withholding taxes, provided (a) the Regular Owner is not subject to U.S. tax as a result of a connection to the United States other than ownership of the Certificate, (b) the Regular Owner signs a statement under penalties of perjury that certifies that the Regular Owner is a Non-U.S. Person, and provides the name and address of the Regular Owner, and (c) the last U.S. Person in the chain of payment to the Regular Owner receives the statement from the Regular Owner or a financial institution holding on its behalf and does not have actual knowledge that the statement is false. You should be aware that the IRS might take the position that this exemption does not apply to a Regular Owner that also owns 10 percent or more of the Residual Certificates or of the voting stock of Fannie Mae, or to a Regular Owner that is a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code.

Residual Certificates

Amounts paid to a Residual Owner that is a Non-U.S. Person generally will be treated as interest for purposes of applying the 30% (or lower treaty rate) withholding tax on income that is not effectively connected with a U.S. trade or business. Amounts not constituting excess inclusions that are paid on a Residual Certificate to a Non-U.S. Person generally will be exempt from U.S. federal income and withholding taxes, subject to the same conditions applicable to distributions on Regular Certificates, as described above, but only to the extent that the Mortgage Loans held by the related REMIC were originated after July 18, 1984. In no case will any portion of REMIC income that constitutes an excess inclusion be entitled to any exemption from the withholding tax or a reduced treaty rate for withholding. See "*—Taxation of Beneficial Owners of a Residual Certificate—* Treatment of Excess Inclusions."

LEGAL INVESTMENT CONSIDERATIONS

If you are an institution whose investment activities are subject to legal investment laws and regulations or to review by certain regulatory authorities, you may be subject to restrictions on investment in certain classes of the Certificates. If you are a financial institution that is subject to the jurisdiction of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Office of Thrift Supervision, the National Credit Union Administration, the Department of the Treasury or other federal or state agencies with similar authority, you should review the rules, guidelines and regulations that apply to you prior to purchasing or pledging the Certificates. In addition, if you are a financial institution, you should consult your regulators concerning the risk-based capital treatment of any Certificate. **Investors should consult their own legal advisors in determining whether and to what extent the Certificates constitute legal investments or are subject to restrictions on investment and whether and to what extent the Certificates can be used as collateral for various types of borrowings.**

LEGAL OPINION

If you purchase Certificates, we will send you, upon request, an opinion of our General Counsel (or one of our Deputy General Counsels) as to the validity of the Certificates and the Trust Agreement.

ERISA CONSIDERATIONS

General. The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the Code impose certain requirements on employee benefit plans subject to ERISA (such as employer-sponsored retirement plans) and upon other types of benefit plans and arrangements subject to section 4975 of the Code (such as individual retirement accounts). ERISA and the Code also impose these requirements on certain entities in which the benefit plans or arrangements that are subject to ERISA and the Code invest. We refer to these plans, arrangements and entities as "Plans." Any person who is a fiduciary of a Plan is also subject to the requirements imposed by ERISA and the Code. Before a Plan invests in Certificates, the Plan fiduciary must consider whether the governing instruments for the Plan would permit the investment, whether the Certificates would be a prudent and appropriate investment for the Plan under its investment policy and whether such an investment might result in a prohibited transaction under ERISA or the Code for which no exemption is available.

The U.S. Department of Labor issued a final regulation covering the acquisition by a Plan of a "guaranteed governmental mortgage pool certificate," defined to include certificates which are "backed by, or evidencing an interest in specified mortgages or participation interests therein" and are guaranteed by Fannie Mae as to the payment of interest and principal. Under the regulation, investment by a Plan in a "guaranteed governmental mortgage pool certificate" does not cause the assets of the Plan to include the mortgages underlying the certificate or cause the sponsor, trustee and other servicers of the mortgage pool to be subject to the fiduciary responsibility provisions of ERISA or section 4975 of the Code in providing services with respect to the mortgages in the pool. At the time the regulation was originally issued, certificates similar to the Certificates did not exist. However, we have been advised by our counsel, Sidley Austin Brown & Wood LLP, that the Certificates (other than the 2-A-F Class) qualify under the definition of "guaranteed governmental mortgage pool certificates" and, as a result, the purchase and holding of Certificates (other than the 2-A-F Class) by Plans will not cause the underlying mortgage loans or the assets of Fannie Mae to be subject to the fiduciary requirements of ERISA or to the prohibited transaction requirements of ERISA and the Code.

Additional Considerations Relating to the 2-A-F Class. Because the right to interest payable under the Cap Contract to Holders of the 2-A-F Class are not guaranteed by Fannie Mae, the "guaranteed governmental mortgage pool exemption" may or may not be applicable to the acquisition and holding of those rights. Therefore, any Plan fiduciary considering an investment in the 2-A-F Class should consider the identity of the Cap Contract Counterparty in determining whether an investment in the 2-A-F Class would give rise to a prohibited transaction. Depending on the relevant facts and circumstances, certain prohibited transaction exemptions may apply to the acquisition of the 2-A-F Class and rights under the Cap Contract—for example, Prohibited Transaction Class Exemption ("PTCE") 84-14, which exempts certain transactions effected on behalf of a Plan by a "qualified professional asset manager," PTCE 90-1, which exempts certain transactions by insurance company pooled separate accounts, PTCE 91-38, which exempts certain transactions by bank collective investment funds, PTCE 95-60, which exempts certain transactions by insurance company general accounts, or PTCE 96-23, which exempts certain transactions effected on behalf of a Plan by an "in-house asset manager". Each Plan that invests in the 2-A-F Class, by its acceptance of the related certificate, will be deemed to make certain representations as provided in the Trust Agreement, including that its acquisition of the 2-A-F Class and rights under the Cap Contract do not give rise to a nonexempt prohibited transaction under section 406 of ERISA or section 4975 of the Code.

PLAN OF DISTRIBUTION

We will acquire the Mortgage Loans from the Seller in exchange for the Certificates pursuant to the Sale and Servicing Agreement. The Dealers, which have been retained by the Seller, propose to offer the Certificates directly to the public from time to time in negotiated transactions at varying prices to be determined at the time of sale. The Dealers may effect such transactions to or through other dealers.

LEGAL MATTERS

Fannie Mae will be represented by Sidley Austin Brown & Wood LLP and, with respect to federal tax matters, by Dewey Ballantine LLP. McKee Nelson LLP will provide legal representation for the Dealers.

INDEX OF DEFINED TERMS

Exhibit A

Certain Assumed Characteristics of the Mortgage Loans
(As of December 1, 2004)

Subgroup 1a—Fixed Rate

Issue Date Unpaid Principal Balance	Weighted Average Net Mortgage Rate	Weighted Average Mortgage Rate	Weighted Average Remaining Term to Maturity (in Months) (“WARM”)	Weighted Average Loan Age (in Months) (“WALA”)
$1,242,500.80	0.0000000000%	6.1810034613%	329	24

Subgroup 1b—Fixed Rate

Issue Date Unpaid Principal Balance	Weighted Average Net Mortgage Rate	Weighted Average Mortgage Rate	Weighted Average Remaining Term to Maturity (in Months) (“WARM”)	Weighted Average Loan Age (in Months) (“WALA”)
$50,714,513.46	6.0000000000%	6.3751098623%	319	28
30,243,067.35	6.0000000000	6.6439515316	314	31

Subgroup 1c—Fixed Rate

Issue Date Unpaid Principal Balance	Weighted Average Net Mortgage Rate	Weighted Average Mortgage Rate	Weighted Average Remaining Term to Maturity (in Months) (“WARM”)	Weighted Average Loan Age (in Months) (“WALA”)
$43,124,586.01	6.5000000000%	6.8843776148%	301	46
18,640,718.53	6.5000000000	7.2061994180	304	52

Subgroup 1d—Fixed Rate

Issue Date Unpaid Principal Balance	Weighted Average Net Mortgage Rate	Weighted Average Mortgage Rate	Weighted Average Remaining Term to Maturity (in Months) (“WARM”)	Weighted Average Loan Age (in Months) (“WALA”)
$30,670,272.02	7.0000000000%	7.4091853018%	290	62
5,214,810.84	7.7697479720	8.2129281592	284	74

Loan Group 2—Fixed Rate

Issue Date Unpaid Principal Balance	Weighted Average Net Mortgage Rate	Weighted Average Mortgage Rate	Weighted Average Remaining Term to Maturity (in Months) (“WARM”)	Weighted Average Loan Age (in Months) (“WALA”)
$188,081,830.55	6.4092757851%	6.8560836937%	310	43

Loan Group 3—ARMs (1 Year CMT)

Issue Date Unpaid Principal Balance	Weighted Average Net Mortgage Rate	Weighted Average Mortgage Rate	Weighted Average Remaining Term to Maturity (in Months) (''WARM'')	Weighted Average Loan Age (in Months) (WALA)	Weighted Average Margin	Weighted Average Periodic Rate Cap	Weighted Average Lifetime Rate Cap	Weighed Average Lifetime Rate Floor	Weighted Average Months to Rate Change	Rate Reset Frequency (in Months)
$26,927,910.95	4.3888566793%	4.8710559542%	300	60	2.4869746157	1.00	10.6134569301	2.5168914318	1	12
27,077,158.03	3.7720844383	4.2663984502	300	60	2.5084261330	1.00	10.5486840011	2.5204465961	4	12
31,372,650.77	4.0207421588	4.5078822092	300	60	2.5962357695	1.00	10.7581192576	2.6094770646	7	12
30,151,050.90	4.1844405475	4.6764842188	300	60	2.5664341580	1.00	10.7830002254	2.5864911195	10	12

For any date of determination in any calendar month: the ''Weighted Average Mortgage Rate'' for the Group 3 Loans is the weighted average of the Mortgage Interest Rates of such Mortgage Loans during that calendar month; the ''Weighted Average Net Mortgage Rate'' for the Group 3 Loans is the weighted average of the Net Mortgage Rates of such Mortgage Loans during that calendar month; the ''Weighted Average Remaining Term to Maturity'' for the Group 3 Loans is the weighted average remaining amortization term of such Mortgage Loans during that calendar month; the ''Weighted Average Loan Age'' for the Group 3 Loans is the weighted average loan age of such Mortgage Loans during that calendar month; the ''Weighted Average Margin'' for the Group 3 Loans is the weighted average margin of such Mortgage Loans during that calendar month; the ''Weighted Average Periodic Rate Cap'' for the Group 3 Loans is the weighted average periodic rate cap of such Mortgage Loans during that calendar month; the ''Weighted Average Lifetime Rate Cap'' for the Group 3 Loans is the weighted average Mortgage Interest Lifetime Rate Cap of such Mortgage Loans during that calendar month; the ''Weighted Average Lifetime Rate Floor'' for the Group 3 Loans is the weighted average of the Mortgage Interest Rate Life Floors of such Mortgage Loans during that calendar month; and the ''Weighted Average Months to Rate Change'' for the Group 3 Loans is the weighted average number of months to rate change of such Mortgage Loans during that calendar month. For each of the above definitions, the ''weighted average'' is calculated on the basis of the Stated Principal Balances of the Group 3 Loans at the beginning of the related calendar month.

Annex 1

The following tables set forth certain additional information regarding the Group 1 Loans in each of Subgroup 1a, Subgroup lb, Subgroup 1c and Subgroup 1d as of the Cut-off Date. References to "Principal Balance Outstanding," "Weighted Average Mortgage Interest Rate," "WAM," and "Weighted Average Mortgage Loan Age" are based upon the Applicable Fraction of the Mortgage Loans contributing to such Subgroup. "Number of Mortgage Loans" and average principal balance data are based upon the aggregate number and Stated Principal Balance of the Mortgage Loans in each Subgroup as of the Cut-off Date, regardless of whether a Mortgage Loan contributes to more than one Subgroup. The sum of the percentage columns may not equal 100% due to rounding.

Subgroup 1a

Contractual Delinquency

Contractual Delinquency (Days)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1a Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Current	106	$ 147,511	11.87%	6.367%	313	26
30	129	146,010	11.75	6.406	304	34
60	71	97,530	7.85	6.441	322	26
90	63	84,871	6.83	6.357	322	25
120 or more	151	766,578	61.70	6.050	338	21
Total	520	$1,242,501	100.00%			

Cut-off Date Mortgage Loan Principal Balances (1)

Cut-off Date Mortgage Loan Principal Balances ($)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1a Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
0.01– 25,000.00	3	$ 1,037	0.08%	6.378%	68	58
25,000.01– 50,000.00	37	38,883	3.13	6.199	286	43
50,000.01– 75,000.00	104	139,224	11.21	6.209	323	28
75,000.01–100,000.00	134	223,833	18.01	6.277	322	28
100,000.01–150,000.00	201	678,592	54.61	6.133	333	20
150,000.01–200,000.00	33	111,620	8.98	6.264	340	18
200,000.01–250,000.00	4	9,271	0.75	6.495	331	23
250,000.01–300,000.00	3	10,542	0.85	6.500	342	18
Greater than or equal to 300,000.01	1	29,500	2.37	5.875	321	48
Total	520	$1,242,501	100.00%			

(1) As of the Cut-off Date, the average principal balance for the Subgroup 1a Loans is expected to be approximately $99,917.

Mortgage Interest Rates (1)

Mortgage Interest Rates (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1a Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Less than or equal to 5.500	1	$ 20,372	1.64%	5.500%	353	7
5.501–6.000	58	574,595	46.25	5.967	339	21
6.001–6.500	457	646,940	52.07	6.392	319	27
6.501–7.000	4	593	0.05	6.590	338	30
Total	520	$1,242,501	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage interest rate of the Subgroup 1a Loans is expected to be approximately 6.181%.

Net Mortgage Rates (1)

Net Mortgage Rates (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1a Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Less than or equal to 5.500	54	$ 562,387	45.26%	5.950%	340	20
5.501–6.000	466	680,114	54.74	6.372	320	26
Total	520	$1,242,501	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage interest rate of the Subgroup 1a Loans is expected to be approximately 5.661%.

Original Terms to Stated Maturity (1)

Original Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1a Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
151–210	25	$ 16,863	1.36%	6.490%	117	59
211–240	12	19,736	1.59	6.344	223	17
241–270	3	4,045	0.33	6.254	244	5
271–300	15	17,013	1.37	6.288	281	9
301–360	465	1,184,843	95.36	6.172	335	24
Total	520	$1,242,501	100.00%			

(1) As of the Cut-off Date, the weighted average original term to stated maturity of the Subgroup 1a Loans is expected to be approximately 353 months.

Remaining Terms to Stated Maturity (1)

Remaining Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1a Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1–120	16	$ 10,795	0.87%	6.488%	100	73
121–150	6	3,865	0.31	6.494	144	36
151–180	4	3,583	0.29	6.495	157	46
181–210	1	576	0.05	6.500	194	26
211–240	22	28,616	2.30	6.365	229	43
241–270	10	7,902	0.64	6.422	264	49
271–300	71	78,843	6.35	6.407	286	55
301–360	390	1,108,320	89.20	6.153	338	20
Total	520	$1,242,501	100.00%			

(1) As of the Cut-off Date, the weighted average remaining term to stated maturity of the Subgroup 1a Loans is expected to be approximately 329 months.

Mortgage Loan Ages (1)

Mortgage Loan Ages (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1a Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1– 14	151	$ 349,088	28.10%	6.148%	335	10
15– 24	139	543,848	43.77	6.104	339	20
25– 36	117	199,687	16.07	6.327	326	28
37– 60	28	70,162	5.65	6.164	315	44
61–120	72	71,337	5.74	6.496	259	72
121–180	13	8,379	0.67	6.500	213	129
Total	520	$1,242,501	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage loan age of the Subgroup 1a Loans is expected to be approximately 24 months.

Geographic Distribution of Mortgaged Properties

State	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1a Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Texas	86	$ 166,242	13.38%	6.237%	327	24
Georgia	29	50,415	4.06	6.277	313	26
Florida	39	72,566	5.84	6.305	334	19
Illinois	23	70,956	5.71	6.207	331	20
North Carolina	27	90,380	7.27	6.144	334	23
Michigan	29	75,848	6.10	6.161	340	18
Ohio	22	55,112	4.44	6.185	331	21
New York	14	56,276	4.53	6.139	324	34
Maryland	11	17,396	1.40	6.486	317	41
Arizona	22	58,848	4.74	6.197	337	20
Other	218	528,463	42.53	6.135	327	24
Total	520	$1,242,501	100.00%			

Mortgage Loan Type

Mortgage Loan Type	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1a Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
FHA	405	$ 916,867	73.79%	6.194%	330	23
VA	111	321,996	25.92	6.141	326	27
RHS	4	3,638	0.29	6.363	324	35
Total	520	$1,242,501	100.00%			

Bankruptcy Status

Bankruptcy Status	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1a Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Not in Bankruptcy	465	$1,132,707	91.16%	6.177%	330	23
In Bankruptcy	55	109,794	8.84	6.219	316	33
Total	520	$1,242,501	100.00%			

Subgroup 1b

Contractual Delinquency

Contractual Delinquency (Days)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1b Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Current	303	$20,195,082	24.95%	6.490%	311	25
30	403	20,334,153	25.12	6.530	303	35
60	206	12,333,413	15.23	6.530	318	31
90	137	8,239,248	10.18	6.490	322	30
120–180	273	19,855,685	24.53	6.365	335	24
Total	1,322	$80,957,581	100.00%			

Cut-off Date Mortgage Loan Principal Balances(1)

Cut-off Date Mortgage Loan Principal Balances($)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1b Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
0.01– 25,000.00	15	$ 170,068	0.21%	6.596%	160	69
25,000.01– 50,000.00	122	2,651,192	3.27	6.521	255	54
50,000.01– 75,000.00	309	10,820,086	13.37	6.512	303	37
75,000.01–100,000.00	346	18,383,958	22.71	6.513	311	33
100,000.01–150,000.00	431	35,743,951	44.15	6.443	324	25
150,000.01–200,000.00	79	9,843,032	12.16	6.472	334	21
200,000.01–250,000.00	14	2,150,348	2.66	6.533	335	20
250,000.01–300,000.00	5	877,383	1.08	6.525	342	18
Greater than or equal to 300,000.01	1	317,563	0.39	5.875	321	48
Total	1,322	$80,957,581	100.00%			

(1) As of the Cut-off Date, the average principal balance for the Subgroup 1b Loans is expected to be approximately $94,799.

Mortgage Interest Rates(1)

Mortgage Interest Rates (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1b Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Less than or equal to 5.500	1	$ 93,334	0.12%	5.500%	353	7
5.501–6.000	58	5,702,837	7.04	5.969	339	21
6.001–6.500	669	62,167,758	76.79	6.448	317	26
6.501–7.000	586	12,953,760	16.00	6.837	309	44
7.001–7.500	8	39,892	0.05	7.031	311	48
Total	1,322	$80,957,581	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage interest rate of the Subgroup 1b Loans is expected to be approximately 6.476%.

Net Mortgage Rates(1)

Net Mortgage Rates (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1b Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Less than or equal to 5.500	54	$ 5,292,910	6.54%	5.959%	340	21
5.501–6.000	482	47,702,468	58.92	6.427	318	28
6.001–6.500	786	27,962,203	34.54	6.656	311	31
Total	1,322	$80,957,581	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage interest rate of the Subgroup 1b Loans is expected to be approximately 5.982%.

Original Terms to Stated Maturity(1)

Original Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1b Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
151–210	66	$ 2,195,698	2.71%	6.540%	126	53
211–240	25	1,612,388	1.99	6.455	217	21
241–270	10	557,122	0.69	6.413	248	8
271–300	46	2,911,112	3.60	6.447	278	11
301–360	1,175	73,681,261	91.01	6.476	327	29
Total	1,322	$80,957,581	100.00%			

(1) As of the Cut-off Date, the weighted average original term to stated maturity of the Subgroup 1b Loans is expected to be approximately 346 months.

Remaining Terms to Stated Maturity (1)

Remaining Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1b Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1–120	40	$ 1,084,420	1.34%	6.553%	100	77
121–150	20	673,116	0.83	6.564	143	37
151–180	10	578,430	0.71	6.508	158	36
181–210	5	143,545	0.18	6.652	202	30
211–240	62	2,466,883	3.05	6.511	227	59
241–270	54	2,116,163	2.61	6.552	261	42
271–300	275	11,206,993	13.84	6.571	286	55
301–360	856	62,688,030	77.43	6.452	336	21
Total	1,322	$80,957,581	100.00%			

(1) As of the Cut-off Date, the weighted average remaining term to stated maturity of the Subgroup 1b Loans is expected to be approximately 317 months.

Mortgage Loan Ages (1)

Mortgage Loan Ages (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1b Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1– 14	301	$25,074,123	30.97%	6.399%	325	10
15– 24	210	18,918,360	23.37	6.376	337	20
25– 36	323	20,247,749	25.01	6.542	322	29
37– 60	144	5,580,656	6.89	6.611	313	41
61–120	298	10,122,608	12.50	6.623	264	73
121–180	46	1,014,085	1.25	6.671	215	131
Total	1,322	$80,957,581	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage loan age of the Subgroup 1b Loans is expected to be approximately 29 months.

Geographic Distribution of Mortgaged Properties

State	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1b Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Texas	230	$13,773,159	17.01%	6.490%	314	28
Georgia	81	4,664,178	5.76	6.522	307	35
Florida	75	5,019,945	6.20	6.471	328	25
Illinois	62	4,702,650	5.81	6.471	320	23
North Carolina	66	4,090,535	5.05	6.435	318	31
Michigan	57	4,303,631	5.32	6.432	330	20
Ohio	54	3,225,193	3.98	6.465	321	26
New York	38	3,372,233	4.17	6.448	315	22
Maryland	34	1,941,154	2.40	6.572	308	41
Arizona	45	3,299,298	4.08	6.452	330	25
Indiana	41	2,306,638	2.85	6.446	325	24
Other	539	30,258,967	37.38	6.478	314	32
Total	1,322	$80,957,581	100.00%			

Mortgage Loan Type

Mortgage Loan Type	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1b Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
FHA	1,076	$66,443,652	82.07%	6.477%	321	26
VA	230	14,114,840	17.43	6.465	301	41
RHS	16	399,088	0.49	6.662	313	44
Total	1,322	$80,957,581	100.00%			

Bankruptcy Status

Bankruptcy Status	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1b Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Not in Bankruptcy	1,181	$74,652,453	92.21%	6.473%	319	27
In Bankruptcy	141	6,305,128	7.79	6.509	297	46
Total	1,322	$80,957,581	100.00%			

Subgroup 1c

Contractual Delinquency

Contractual Delinquency (Days)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1c Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
0	333	$13,465,912	21.80%	6.937%	298	46
30	539	23,000,154	37.24	7.001	301	50
60	232	10,914,199	17.67	6.963	301	48
90	146	6,480,174	10.49	7.032	302	52
120–180	155	7,904,866	12.80	6.985	311	45
Total	1,405	$61,765,305	100.00%			

Cut-off Date Mortgage Loan Principal Balances (1)

Cut-off Date Mortgage Loan Principal Balances ($)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1c Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
0.01– 25,000.00	22	$ 173,576	0.28%	6.994%	187	95
25,000.01– 50,000.00	178	3,439,909	5.57	7.033	259	67
50,000.01– 75,000.00	428	13,867,082	22.45	7.019	290	56
75,000.01–100,000.00	350	16,407,312	26.56	6.985	303	51
100,000.01–150,000.00	351	21,308,057	34.50	6.961	310	42
150,000.01–200,000.00	60	4,818,054	7.80	6.933	318	37
200,000.01–250,000.00	14	1,273,363	2.06	6.933	327	27
250,000.01–300,000.00	2	477,951	0.77	6.933	343	17
Total	1,405	$61,765,305	100.00%			

(1) As of the Cut-off Date, the average principal balance for the Subgroup 1c Loans is expected to be approximately $85,692.

Mortgage Interest Rates (1)

Mortgage Interest Rates (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1c Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
6.001–6.500	196	$ 4,544,575	7.36%	6.500%	314	21
6.501–7.000	684	44,956,853	72.79	6.939	300	49
7.001–7.500	523	12,246,455	19.83	7.316	303	54
7.501–8.000	2	17,422	0.03	7.510	282	73
Total	1,405	$61,765,305	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage interest rate of the Subgroup 1c Loans is expected to be approximately 6.982%.

Net Mortgage Rates (1)

Net Mortgage Rates (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1c Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
6.001–6.500	786	$43,124,586	69.82%	6.884%	301	46
6.501–7.000	619	18,640,719	30.18	7.206	304	52
Total	1,405	$61,765,305	100.00%			

(1) As of the Cut-off Date, the weighted average net mortgage rate of the Subgroup 1c Loans is expected to be approximately 6.474%.

Original Terms to Stated Maturity (1)

Original Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1c Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
151–210	56	$ 1,474,709	2.39%	6.955%	121	61
211–240	21	836,202	1.35	6.942	190	42
241–270	7	127,554	0.21	6.575	248	12
271–300	34	1,130,240	1.83	6.720	273	18
301–360	1,287	58,196,599	94.22	6.989	308	49
Total	1,405	$61,765,305	100.00%			

(1) As of the Cut-off Date, the weighted average original term to stated maturity of the Subgroup 1c Loans is expected to be approximately 351 months.

Remaining Terms to Stated Maturity (1)

Remaining Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1c Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1–120	37	$ 790,850	1.28%	6.988%	94	86
121–150	20	766,911	1.24	6.965	141	46
151–180	10	237,888	0.39	6.998	168	58
181–210	11	288,718	0.47	7.065	203	64
211–240	99	2,970,455	4.81	7.051	225	117
241–270	90	2,477,678	4.01	7.013	259	71
271–300	386	16,510,908	26.73	7.011	285	69
301–360	752	37,721,896	61.07	6.960	327	31
Total	1,405	$61,765,305	100.00%			

(1) As of the Cut-off Date, the weighted average remaining term to stated maturity of the Subgroup 1c Loans is expected to be approximately 302 months.

Mortgage Loan Ages (1)

Mortgage Loan Ages (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1c Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1– 14	155	$ 6,102,441	9.88%	6.703%	318	11
15– 24	69	3,391,141	5.49	6.816	335	20
25– 36	338	17,853,565	28.91	6.980	324	31
37– 60	279	13,450,105	21.78	7.049	312	41
61–120	464	18,280,913	29.60	7.040	272	76
121–180	100	2,687,140	4.35	7.091	222	134
Total	1,405	$61,765,305	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage loan age of the Subgroup 1c Loans is expected to be approximately 48 months.

Geographic Distribution of Mortgaged Properties

State	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1c Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Texas	223	$ 9,077,960	14.70%	6.941%	302	47
Georgia	92	4,187,453	6.78	6.985	301	50
Florida	86	3,591,185	5.81	7.034	306	49
Illinois	63	3,179,030	5.15	6.947	313	42
North Carolina	58	3,060,065	4.95	6.961	307	48
Michigan	56	2,369,337	3.84	6.933	312	33
Ohio	63	2,647,265	4.29	6.988	314	41
New York	49	2,103,243	3.41	6.997	299	34
Maryland	50	2,611,515	4.23	7.025	288	52
Arizona	39	1,786,232	2.89	6.969	302	46
Other	626	27,152,020	43.96	6.993	298	52
Total	1,405	$61,765,305	100.00%			

Mortgage Loan Type

Mortgage Loan Type	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1c Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
FHA	1,173	$51,708,699	83.72%	6.978%	307	45
VA	209	9,269,191	15.01	6.993	270	69
FARM	23	787,415	1.27	7.065	315	44
Total	1,405	$61,765,305	100.00%			

Bankruptcy Status

Bankruptcy Status	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1c Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Not in Bankruptcy	1,249	$55,687,832	90.16%	6.975%	304	46
In Bankruptcy	156	6,077,472	9.84	7.039	276	68
Total	1,405	$61,765,305	100.00%			

Subgroup 1d

Contractual Delinquency

Contractual Delinquency (Days)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1d Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
0	140	$ 6,666,631	18.58%	7.411%	284	66
30	271	14,047,555	39.15	7.432	288	64
60	102	4,814,675	13.42	7.401	301	57
90	84	4,168,813	11.62	7.480	292	63
120 or more Days	102	6,187,408	17.24	7.991	287	68
Totals	699	$35,885,083	100.00%			

Cut-off Date Mortgage Loan Principal Balances(1)

Cut-off Date Mortgage Loan Principal Balances($)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1d Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
0.01– 25,000.00	13	$ 197,560	0.55%	7.641%	118	146
25,000.01– 50,000.00	125	3,764,337	10.49	7.776	249	93
50,000.01– 75,000.00	250	10,863,054	30.27	7.543	286	71
75,000.01–100,000.00	147	7,482,226	20.85	7.457	293	60
100,000.01–150,000.00	135	10,178,746	28.36	7.446	303	54
150,000.01–200,000.00	23	2,255,671	6.29	7.587	307	51
200,000.01–250,000.00	6	1,143,488	3.19	7.563	307	30
Total	699	$35,885,083	100.00%			

(1) As of the Cut-off Date, the average principal balance for the Subgroup 1d Loans is expected to be approximately $78,005.

Mortgage Interest Rates (1)

Mortgage Interest Rates (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1d Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
6.501– 7.000	102	$ 1,977,843	5.51%	6.999%	306	47
7.001– 7.500	516	28,617,894	79.75	7.437	289	63
7.501– 8.000	41	3,082,193	8.59	7.865	299	59
8.001– 8.500	27	1,540,174	4.29	8.412	282	76
8.501– 9.000	9	511,838	1.43	8.943	239	111
9.001– 9.500	2	92,167	0.26	9.500	144	216
10.001–10.500	1	36,830	0.10	10.500	164	194
13.001–13.500	1	26,143	0.07	13.500	111	246
Total	699	$35,885,083	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage interest rate of the Subgroup 1d Loans is expected to be approximately 7.526%.

Net Mortgage Rates (1)

Net Mortgage Rates (%)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1d Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
6.501– 7.000	619	$30,670,272	85.47%	7.409%	290	62
7.001– 7.500	26	1,762,723	4.91	7.785	295	63
7.501– 8.000	27	1,922,811	5.36	8.105	293	64
8.001– 8.500	16	984,426	2.74	8.535	287	71
8.501– 9.000	7	389,710	1.09	8.995	230	119
9.001– 9.500	2	92,167	0.26	9.500	144	216
10.001–10.500	1	36,830	0.10	10.500	164	194
13.001–13.500	1	26,143	0.07	13.500	111	246
Total	699	$35,885,083	100.00%			

(1) As of the Cut-off Date, the weighted average net mortgage rate of the Subgroup 1d Loans is expected to be approximately 7.002%.

Original Terms to Stated Maturity (1)

Original Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1d Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
151–210	16	$ 367,881	1.03%	7.480%	94	83
211–240	8	606,772	1.69	7.477	185	54
271–300	3	111,606	0.31	7.293	249	50
301–360	672	34,798,824	96.97	7.528	294	64
Total	699	$35,885,083	100.00%			

(1) As of the Cut-off Date, the weighted average original term to stated maturity of the Subgroup 1d Loans is expected to be approximately 356 months.

Remaining Terms to Stated Maturity (1)

Remaining Terms to Stated Maturity (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1d Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1–120	15	$ 271,060	0.76%	8.086%	76	123
121–150	8	300,028	0.84	8.060	137	116
151–180	10	484,748	1.35	8.039	167	120
181–210	15	664,533	1.85	7.821	202	97
211–240	62	2,771,949	7.72	7.504	224	130
241–270	58	3,418,955	9.53	7.635	256	95
271–300	205	10,469,954	29.18	7.529	284	73
301–360	326	17,503,857	48.78	7.463	322	37
Total	699	$35,885,083	100.00%			

(1) As of the Cut-off Date, the weighted average remaining term to stated maturity of the Subgroup 1d Loans is expected to be approximately 289 months.

Mortgage Loan Ages (1)

Mortgage Loan Ages (months)	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1d Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
1– 14	6	$ 297,027	0.83%	7.547%	337	13
15– 24	7	377,248	1.05	7.393	330	17
25– 36	146	6,914,210	19.27	7.392	322	31
37– 60	185	10,976,300	30.59	7.541	314	43
61–120	269	14,019,370	39.07	7.531	271	80
121–180	77	3,026,851	8.43	7.569	213	137
181–240	7	242,420	0.68	9.357	155	203
241–320	1	26,143	0.07	13.500	111	246
321–360	1	5,514	0.02	8.500	31	326
Total	699	$35,885,083	100.00%			

(1) As of the Cut-off Date, the weighted average mortgage loan age of the Subgroup 1d Loans is expected to be approximately 64 months.

Geographic Distribution of Mortgaged Properties

State	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1d Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Texas	92	$ 3,784,914	10.55%	7.494%	282	66
Georgia	46	3,214,824	8.96	7.596	299	59
Florida	53	2,693,054	7.50	7.461	290	67
Illinois	26	1,489,812	4.15	7.443	306	51
North Carolina	23	1,190,661	3.32	7.578	298	58
Michigan	31	1,494,973	4.17	7.516	299	55
Ohio	33	1,746,316	4.87	7.485	297	59
New York	26	1,852,873	5.16	7.442	304	46
Maryland	29	1,814,171	5.06	7.460	290	67
Arizona	17	1,036,597	2.89	7.435	297	61
Other	323	15,566,888	43.38	7.564	283	69
Total	699	$35,885,083	100.00%			

Mortgage Loan Type

Mortgage Loan Type	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1d Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
FHA	584	$29,621,005	82.54%	7.519%	293	60
VA	99	5,550,681	15.47	7.526	269	83
FARM	16	713,397	1.99	7.823	290	65
Total	699	$35,885,083	100.00%			

Bankruptcy Status

Bankruptcy Status	Number of Mortgage Loans	Principal Balance Outstanding	Percent of Principal Balance of Subgroup 1d Loans	Weighted Average Mortgage Interest Rate	WAM (months)	Weighted Average Mortgage Loan Age (months)
Not in Bankruptcy	618	$31,629,551	88.14%	7.520%	294	60
In Bankruptcy	81	4,255,532	11.86	7.569	257	93
Total	699	$35,885,083	100.00%			

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December 9, 2004